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6/30/2000

CITY OF WALLED LAKE
CLERICAL COLLECTIVE BARGAINING AGREEMENT

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**CITY OF WALLED LAKE
CLERICAL COLLECTIVE BARGAINING AGREEMENT**

This contract is entered into this ___ st day of _____, 1997, by and between the City of Walled Lake, Oakland County, Michigan (hereinafter called "the City") and the Michigan Association of Public Employees on behalf of the Walled Lake Clerical Employees Association (hereinafter called "the Union").

WHEREAS, pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative of the bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement:

WHEREAS, the City and the Union have again bargained collectively and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit; and

WHEREAS, the City and the Union now desire to execute a written contract incorporating agreements:

NOW, THEREFORE, the parties agree that the following collective bargaining contract shall become effective for the period beginning July 1, 1996, and ending June 30, 2000.

ARTICLE I - SCOPE OF CONTRACT

Section 1.0 Definition of the Bargaining Unit

This agreement applies to the administrative secretaries. Excluded from the bargaining unit are elected officials, supervisors, the Finance Director, all other non-clerical City employees, and regular, part-time employees.

Section 1.1 New Job Classifications

The City shall notify the Steward of the Clerical Unit that a new job or classification is open. Such notice shall be in writing and shall include the job description and proposed wage rate. A copy of the notice, job description and proposed wage rate shall also be sent to the Union.

The City shall post a copy of the proposed job description and wage rate on the appropriate unit's Union Bulletin Board. In the event the Union does not agree that the wage rate is appropriate for the job description, the matter may be submitted to the Grievance Procedure at Step III. In order to be timely, the grievance must be filed within fifteen (15) working days after receipt of the city's proposal by the appropriate Steward. If the Grievance is not filed as above stated, the job classification and wage rate as posted shall take effect without further review.

Section 1.2 Temporary Assignments

Nothing shall prevent the City from temporarily assigning to any employee of the City work which he is qualified to do, which work would normally be done by an employee in another classification, when, in the discretion of the City, such assignment is necessary because of emergency conditions which cannot be handled by members of the bargaining unit. No employee assigned to such emergency work from outside the bargaining unit shall gain any rights or benefits under this contract

Section 1.3 Temporary Employees

A. Temporary Employees

1. Temporary employees shall be defined as those employees hired on a temporary basis to work for a period not to exceed ninety(90) days in any one calendar year.
2. Temporary employees will not be hired to fill any regular job vacancy, but will be used to supplement the regular work force when needed.
3. A temporary employee substituting for a regular employee on an approved leave of absence will be entitled to work for the entire term of the leave of absence.

B. Temporary employees, during their employment under such status, are not subject to this Agreement but shall not be paid at a rate higher than that paid for a full-time employee doing the same or similar work without the written consent of the Union.

C. This section shall not apply to employees under federally funded programs.

Section 1.4 All Agreements Included

This Contract includes each and every Agreement entered into between the City and the Union with respect to those subjects for which the Union is authorized to act as the representatives of the bargaining unit.

Section 1.5 Management Rights

Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees and to establish reasonable rules and regulations not inconsistent with the terms of this contract, including but not limited to, a drug and alcohol testing policy with such tests based upon reasonable suspicion. Such a drug and alcohol testing policy may not be inconsistent with Sections 1.2, 1.3, 2.3(b) and (c), 2.5 and 3.2 through 3.7 of the Michigan Law Enforcement Officers Training Council's Guidelines for Law Enforcement Officer Candidate Drug Testing, dated July 18, 1989, except that references to "the Council" in Sections 2.5 and 3.6(h),(i) and (j) shall be read as "the agency" and except that references to "law enforcement officer candidate" in Section 1.3 shall not be applicable.

The Union shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to workloads, work assignments, and other conditions of employment, not specifically provided for in this Contract and of which the City has retained jurisdiction in this Section.

All rights and responsibilities of the employer are subject to the rights provided to the union and employees which emanate from the language of this agreement.

Section 1.6 No Conflict with Laws

Nothing in this Contract shall be held to conflict with the laws of the United States or the State of Michigan relating to Veteran's Preferences, Wage and Hour Law, Workers' Compensation or Employment compensation Laws or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way. If any provision of this contract is held to be invalid by any court of competent jurisdiction, the parties hereto shall negotiate wording to replace the provision found to be invalid. The contract language shall remain in effect and shall govern the parties during the pendency of any action seeking to set aside such language or any appeal therefrom.

Section 1.7 Contracting Work

The City agrees not to contract any work normally performed by members of the bargaining unit when such contracted work will result in a reduction of bargaining unit positions or normal hours of work.

Section 1.8 Working Supervisor

Supervisors, the DPW Superintendent, the Director of Planning and Community Development, and City Manager shall not perform bargaining unit work, except in the case of emergency and in conjunction with past practice.

The City Clerk, City Treasurer, and Finance Director may perform bargaining unit work. Intermittent performance of bargaining unit work shall not cause a reduction of bargaining unit positions or hours of work from the regular schedule.

ARTICLE II - UNION SECURITY

Section 2.1 Union Membership

Employees are free to join or not to join the Union.

- 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. The Union shall not expel any member from the Union while that member is an employee within the bargaining unit, provided the member shall meet his or her financial obligations to the Union.
- B. Any employee of the City who is covered by this Agreement, who is not a member of the Union and who does not make application for membership, shall as a condition of employment, pay the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union membership dues.

In the event an employee does not meet his obligation set forth above, the Union shall notify the employee in writing, with a copy to the City, of its intent to seek the suspension of the employee. Such notice must be provided at least fourteen (14) days prior to the suspension. Upon written notice from the Union to the City that an employee has failed, neglected or refused to tender dues or service charges, the City shall immediately suspend said employee without pay for a period not to exceed fifteen days. If the employee has not made all payments to the Union required within the fifteen day period of suspension, the City shall immediately thereafter terminate the employee's employment with the City. The employee shall have no right to the Grievance Procedure under this provision.

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

Section 2.2 Aid to Other Unions

The City agrees it will not aid, promote or finance any labor group or organizational group which propose to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the union

Section 2.3 Union Dues

Payment by check-off or direct to Union. Employees may tender monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

Section 2.4 Check-Off Forms

During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct Union Membership dues levied in accordance with the Constitution and Bylaws of the Union from the paycheck of each employee who has executed an appropriate Authorization for Check-Off Dues form.

Section 2.5 Deductions

- A. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collections of initiation fees, special assessments, or any other deductions not in accordance with this provision.
- B. Delivery of Executed Authorization of Check-Off Form: A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues or fees are to be deducted hereunder shall be delivered to the employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- C. When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the employer and shall be deducted from the appropriate pay of the month each month thereafter.
- D. Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for check-Off of Dues Forms under which Union membership dues are to be deducted.
- E. Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union constitution and Bylaws, refunds to the employee will be made by the Local Union.
- F. Remittance of Dues to Financial Officer: Deduction for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the appropriate pay period. The Employer shall furnish the designated financial officer of the Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms, but for whom no deductions have been made.
- G. Disputes Concerning Check-Off: Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for check-Off of Dues Form, shall be reviewed with the employee by a representative of the Local Union and a designated representative of the Employer. Should this review not dispose of the matter, no further deductions will be made until a new Check-Off of Dues Form shall be filed.
- H. Limit of Employer 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 employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, or not taken, by the Employer, for the purposes of complying with Article II of this Agreement.

- I. List of Members Paying Dues Directly: the Local Union will furnish to the Employer a list of the names of all members paying dues directly to the Local Union. Thereafter, the Union will furnish to the Employer a monthly list of any changes.

ARTICLE III - UNION STEWARDS

Section 3.1 Number of Stewards

One Steward and an alternate shall be elected from the employees regularly reporting to the Administrative Office. An alternate Steward shall act in place of a Steward when the Steward is absent or unable to act.

Section 3.2 Union Business on City Time

The Steward or alternate Steward, after advising his or her supervisor, shall be allowed to investigate and present grievances to the City during working hours without loss of time or pay, provided that such investigation and presentation does not unduly interfere with the work of the City Department involved. Any abuse of this privilege shall be a proper subject for special conference.

Section 3.3 Union Bulletin Boards.

- A. The City will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:
 1. Notices of recreational and social events;
 2. Notices of elections;
 3. Notices of results of election; and
 4. Notices of meetings.

ARTICLE IV - SPECIAL CONFERENCES

Not more than twice in any one calendar year, or more often by mutual agreement, special conferences for important matters will be arranged between the local president and the City or its designated representatives, upon the request of either party. Such meetings shall be between one (1) but no more than two (2) representatives of the Union. Arrangements for such special conferences 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 conferences 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. the members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by legal counsel for the City and/or Union.

ARTICLE V - REMUNERATION

Section 5.1 Annual Base Salaries

Annual base salaries and hourly rates applicable to members of the bargaining unit shall be set forth in an Appendix to the Agreement, according to the classification of the particular employee.

Section 5.2 Longevity Pay

In addition to the pay provided for above, the employee shall receive on the first payday after his/her employment anniversary date in each year a sum equal to the percentage of his/her base salary for the year ending on his/her anniversary date, excluding overtime and sick leave payout. Employees hired after September 1, 1994 will not receive longevity pay until they reach five years seniority.

<u>Seniority</u>	<u>Percentage of Annual Pay</u>
Less than 3 years	None
3 years but less than 10 years	3.0%
10 years but less than 15 years	4.0%
15 years and over	5.0%

Section 5.3 Payday

Payday shall be bi-weekly. Where a payday falls upon a holiday, payment shall be made on the regular workday preceding such holiday.

Section 5.4 Overtime

- A. If an employee is required by the City to work longer than eight (8) hours on any regular working day, or to work on a Saturday, such employee shall be compensated at an hourly rate equal to one and one-half (1 1/2) times his hourly rate.
- B. If an employee is required by the City to work on a Sunday or a holiday, such employee shall be compensated at an hourly rate equal to two (2) times his hourly rate.
- C. The exception to the above shall provide that an employee may elect to take compensatory time in lieu of pay. Compensatory time shall be calculated at the same rate as provided for in Sub-section A and B mentioned above. The use of compensatory time must be approved by the Employer.
- D. In the event an employee is called back for duty after he has gone off at the end of his shift or at a time when he would not normally be on duty, he will be entitled to not less than four (4) hours pay to be paid as follows:
 1. At the appropriate premium time rates (time and one-half or double time) for all hours worked.
 2. Straight time for the remainder of the four (4) hours. (Example: Called to work and works 2 hours, the employee would be paid 2 hours at time and one-half or double time pay and 2 hours at straight time for a total of 4 hours.)

This payment shall be in addition to the employee's regular eight (8) hours pay.

- E. Overtime shall be equalized within the bargaining unit consistent with the theory that the most qualified employee with the least amount of accumulated overtime will be the first to be offered the opportunity to work overtime. With this in mind, the Employer shall endeavor to offer the opportunity to work overtime on general tasks (non-specialized in nature) to those employees who are not generally called upon to perform specialized tasks. The goal of this language is to equalize overtime among all employees over the course of any fiscal year. Decisions regarding qualifications shall be subject to the grievance procedure.

The Employer shall maintain an equalization of overtime chart which shall reflect the total number of

straight time hours each employee either worked or refused (8 hours at time and one-half would be reflected as 12 hours; 3 hours paid at double time would be reflected as 6 hours, etc...)

The most qualified employee with the least amount of accumulated overtime hours shall be the first to be offered the opportunity to work until there is a sufficient number of employees to perform the job. In the event of a lack of sufficient personnel, all members of the bargaining unit shall be offered the opportunity to work before utilizing any other personnel.

An employee not reporting, or refusing overtime shall be charged as though she had worked for the number of hours offered by the Employer. Employees not wishing to be called for overtime may submit a written notice to the City, in which case their name shall be removed from the overtime list. Newly hired employees entered on the overtime chart shall be entered with one (1) hour more than the highest number of hours on the chart at the time of such placement.

The equalization of overtime chart shall be updated at the beginning of each month unless there have been no changes since the last posting.

ARTICLE VI - HOURS OF EMPLOYMENT

Section 6.1 Normal Workweek and Workday

The normal workweek for all employees under this Agreement shall consist of five (5) consecutive days, Monday through Friday, inclusive. The regular working day for employees within the Walled Lake Clerical Employees Unit shall consist of eight and one-half (8 1/2) hours, from 8:00 a.m. until 5:00 p.m., including therein one (1) hour for lunch without loss of pay. These hours of work may be altered by an advance written request of the effected employee(s), and with the advance written approval of the City Clerk and/or the City Manager. Either party may request to renegotiate these hours (8:00 a.m. until 5:00 p.m.) after the first six months after current contract is signed. If any employee works a minimum of four and one-half (4 1/2) hours in any work day and takes the balance of the day off as vacation, comp time, etc... the lunch hour shall be considered as time worked and not deducted from the work day.

For

Section 6.2 Deduction for Absences

Deductions from an employee's pay shall be made for all absences from work on the days and times stated in Section 6.01, except as stated herein or authorized absences as set forth in Article I, unless excused by the City Manager.

Section 6.3 No Concurrent Employment

During working hours, the employee is to concern himself strictly with the business of the City and the duties of his position. At no time during working hours shall the employees perform any services or make or receive any telephone calls for other Employers, except with the express written permission of the City.

Section 6.4 Coffee Break

Employees may take a "coffee break" of fifteen (15) minutes in the A.M., also a "coffee break" of fifteen (15) minutes in the P.M. or fifteen (15) minutes in the first half and the second half of their regular shift, whichever may apply.

ARTICLE VII - SENIORITY

Section 7.1 New Employees

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first six (6) months of their employment.

The probationary period may be extended in four (4) week increments provided the employee shall have been absent from work for periods of time equal to four (4) week increments. Any periods of absence less than four (4) weeks shall not result in an extension

- B. Probationary employees shall be covered by the insurance coverage program as soon as possible under the regulations of the carrier (currently 45 days).
- C. Probationary employees shall be able to accumulate but not use their floating holiday or their birthday holiday until they have completed the probationary period.
- D. Probationary employees shall be entitled to accumulate personal business days and sick leave days but not use them until they have been employed three (3) months, unless authorized by the City Manager.
- E. When an employee finishes the probationary period, his name shall be entered upon the seniority list in the appropriate classification and shall be given a seniority date prior to the date he completed his probationary period which is equal to the number of working days of his probation. There shall be no seniority among probationary employees.

Section 7.2 Union Representation of Probationary Employees

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement except that the Union shall not represent probationary employees with respect to discharge or discipline by the City for other than Union activity.

Section 7.3 Definition of Seniority

Seniority shall be on the basis of the length of service of the employee within his bargaining unit. The City will prepare a seniority list showing the names and job titles of all employees entitled to seniority, will keep the seniority list up-to-date at all times, and will provide the Local Union President with up-to-date copies of the seniority list whenever changes are made. Seniority cases not falling clearly within these rules shall be settled by agreement between the City and the Union.

Section 7.4 Loss of Seniority

- A. An employee shall be terminated and lose his seniority for the following reasons:
1. If the employee resigns or retires;
 2. If the employee is discharged and not reinstated;
 3. Is absent without a reasonable excuse three (3) consecutive working days and without notice to the City of such excuse within three (3) days or a reasonable excuse for failing to so notify the City within the three (3) days.

4. If the employee does not return to work at the end of an approved leave;
 5. If the employee does not return to work when recalled from a layoff;
 6. If the employee is laid off for a period of more than one (1) year.
- B. It shall be the responsibility of each employee to notify the City Clerk's Office of any change of address or telephone number within five calendar days. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.
- C. For any approved leave of absence, except for the first thirty (30) days thereof, seniority shall not be earned, provided that the employee will retain their seniority held at the start of the leave.

ARTICLE VIII - LAYOFF AND RECALL

Section 8.1 Definition of Layoff

A layoff is a reduction in the working force within a Department.

Section 8.2 Layoff Procedure

- A. Temporary and/or part-time employees shall be laid off prior to laying off probationary employees.
- B. Probationary employees within a bargaining unit will then be laid off.
- C. Employees holding seniority within a bargaining unit will then be laid off according to seniority as defined in Article VII with the employee with least seniority being laid off first.
- D. Exceptions to this procedure may be made by written agreement between the City and the Union.

Section 8.3 Notice Prior to Layoff

Employees to be laid off for an indefinite period of time shall receive at least fourteen (14) calendar days notice of layoff. Such notice shall be delivered to the employee in person if they are working. In the event the employee is not at work, the notice of their layoff shall be sent to the address of record on file with the City Clerk.

The Local Union Steward shall be notified of the employees being laid off on the same day the notices are issued to the employees.

Section 8.4 Recall from Layoff

When the work force is increased after a layoff, employees will be recalled by bargaining unit according to inverse seniority as defined in Article VII. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the City. The City shall grant reasonable extensions of this period of time in those cases where the employee, for good cause, is unable to report for work. In the event the City of Walled Lake does not recall an employee within one (1) year after layoff, such employee will be notified of termination.

Section 8.5 Bumping Prohibited

The exercise of seniority to displace junior employees in other bargaining units in the event of a layoff will not be permitted.

Section 8.6 Seniority of Stewards

Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued to work as long as there is a job in their department which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open job in the department which they are qualified to perform.

ARTICLE IX - AUTHORIZED ABSENCES

Section 9.1 Holidays

A. The following are designated as holidays on which absences from work are authorized:

President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	New Year's Day
Veteran's Day	Employee's Birthday
Thanksgiving	A Floating Holiday

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

C. An employee must work his scheduled work shift prior to and his scheduled work shift following a designated holiday in order to receive pay for the designated holiday unless any type of authorized absence or unless absence for the scheduled work shift prior to the holiday or the scheduled work shift after such holiday is excused by the City Clerk.

Section 9.2 Annual Vacations

Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacation shall be determined as of the employee's anniversary date.

<u>Seniority As Of Anniversary Date</u>	<u>Days of Vacation For Each Month Worked in Previous Year</u>	<u>Maximum Vacation</u>
Under 1 Year	None	None
Over 1 Year, but under 4 Years	.833 Days	10 Days
4 Years, but under 9 Years	1.25 Days	15 Days
9 Years and Over	1.66 Days	20 Days

Section 9.3 Period for Taking Vacations

- A. Employees' requests for vacation may be submitted to the City Clerk no later than April 1st of each year. In cases where there are conflicts between vacation time and where the number of employees requesting to be off exceeds the number allowable in that department, vacation choice shall be by seniority among the employees involved. Employees with vacation leave credited who do not schedule their vacation by April 1st, may select available vacation periods on the basis of seniority preference. It shall be at the discretion of the City Clerk to determine how many employees may be on vacation at any one time, taking into consideration the needs of the City and the wishes of the employee.
- B. Except as provided below, vacations must be taken during the annual period beginning with the employee's anniversary date. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the City. Vacations will be taken in a period of consecutive days. Vacations may be split into one or two weeks, providing such scheduling does not drastically interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, the remainder of his vacation will be rescheduled at his request. In the event that the employee is prevented from taking any or all of the vacation to which he is entitled in any one year because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the Department Head may allow such unused vacation to be taken during the following year. An employee can request payment in lieu of vacation for up to one week at this time. If permission to take the unused vacation in a subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

Section 9.4 Holiday During Vacation

If a holiday is observed by the City during a scheduled vacation, the employee shall be entitled to an additional day of vacation for each such holiday.

Section 9.5 Advance Pay for Vacation

If a regular payday falls during an employee's vacation, he may receive that pay in advance before going on vacation, provided, however, that he makes a written request to the City Treasurer not less than ten (10) working days before the date of his vacation.

Section 9.6 Effect of Layoff on Vacation

If an employee is laid off or retires, voluntarily quits (with 2 weeks notice) or is terminated by the City, he will be paid for any unused vacation credit, including that accrued in the current year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his vacation on the following year.

Section 9.7 Military Service

Employees who are in some branch of the Armed Forces Reserve or the National Guard the difference between their Reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. Such period shall not in any one (1) year exceed two (2) weeks, except in cases of emergency in the Detroit metropolitan Area and the City of Walled Lake.

Section 9.8 Absence for Sickness

- A. Employees shall be entitled to absence without loss of pay for sickness upon notifying the Employer of such absence and provided the employee has accumulated sick leave, personal business days or vacation time to cover said absence. Said notification shall be communicated by the Employee to the City Clerk or, if unavailable, the Administrative Staff or the City Offices no later than 1 1/2 hours after the employee's regular starting time, whenever possible. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when actual illness prevents the employee from performing his assigned duties, or because of an illness to a member of the employee's immediate family residing in the employee's residence.
- B. Each employee shall have a sick leave bank equal to the employee's accumulated sick leave on the date of this Agreement. Employees shall receive one (1) additional day of sick leave allowance for each month in which the employee either works eight (8) hours or charges eight (8) hours to sick leave, vacation, holiday, personal day, or compensatory time or is paid for duty disability. Sick leave may be accumulated to a maximum of one hundred twenty (120) days and the employee shall be paid at current salary per all sick days in excess of one hundred twenty (120) days the first pay in July of each year.
- C. Upon death or retirement of an employee, any unused sick leave time will be paid in cash to the employee or his designated beneficiary at the employee's straight time rate of pay.
- Upon voluntary separation of an employee, fifty (50%) of any unused sick leave time will be paid in cash to the employee at the employee's straight time rate of pay. An employee who shall be fired shall not receive any payment for unused sick leave.
- D. An employee on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
- E. Deductions from the accumulated sick leave will be made on a pro-rated basis to the nearest one-half (1/2) hour.
- F. Leaves of absence for reasonable periods will be granted without pay and without loss of seniority after exhaustion of the above sick leave benefits for maternity or prolonged disability caused by accident or sickness. Such leave of absence shall not exceed thirty (30) days plus thirty (30) days for each year of the employee's seniority or a maximum leave of twelve (12) months. Such leave may be extended by agreement between the Union and the Employer.
- G. If an employee is absent due to sickness for three (3) consecutive days or more and does not provide a "return to work" authorization from a doctor, the City may require the employee to be examined by a doctor of the City's choice prior to said employee returning to work and the City will pay the expense of said examination.
- Any dispute between the City's physician and the employee's physician will be resolved by a neutral third physician. The third physician will be selected by, and paid for equally, by the employee and the City.
- H. In order to be eligible for compensation while on sick leave, the employee must be at his residence or a hospital or physician's office.

This provision is subject to the understanding that if an employee suffers from a continued mental or physical condition which prevents the employee from performing his normal job duties, the employee will be exempt from the requirements of this provision, provided that the employee must submit supporting medical evidence in advance and the City physician must concur in the determination that the employee is

unable to perform his normal job duties.

Section 9.9 Compensable Injuries

An employee who is disabled and unable to work because of a duty-connected illness or injury shall be entitled to receive one hundred (100%) percent of his regular pay, excluding deductions for Federal Income Tax, State of Michigan Income Tax, Federal Insurance Act/FICA and Medicare, to include sums received by way of weekly benefits under Michigan Workers' Compensation Law, or any other disability income insurance program available to the employee, through a benefit from the Employer, for the period of his disability but not to exceed one (1) year from the date of illness or injury.

After the first year, accumulated sick leave may be used up, at the employee's option, based upon the actual ratio of the City's contribution to 100% of pay.

If an employee is disabled longer than one (1) year, he shall be entitled to receive whatever weekly benefits are available under Michigan Workers' Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of his regular pay at the time of disability. Health insurance benefits at the same level of coverage in effect at the time of disability will be continued until such time as employee would have been eligible for normal retirement under terms of this contract. At that time, the regular stipend amounts would apply.

If any Workers' Compensation payments are received by an employee for a period for which the employee received sick leave payments without deduction for Workers' Compensation, the employee shall refund to the City the Workers' Compensation benefits for such period.

Section 9.10 Funeral Leave

In case of a death occurring in the employee's immediate family requiring his absence and during a duty period, the employee shall be granted a leave of absence with pay for such period, not to exceed six (6) days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the City Manager. "Immediate family" is defined as (1) the employee's wife, husband, children or step-children, brother, sister, or parents or step-parents; or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law. In the event of a death of a grandparent, an employee may be granted up to three (3) days if approved by the City as set forth above.

Section 9.11 Personal Business Days

An employee shall be entitled to absence without loss of pay for personal business, not to exceed four (4) days in each calendar year. Except in cases of extreme emergency, forty-eight (48) hours advance notice shall be given by the employee to his supervisor. During the term of this Agreement, all unused personal business days shall be added to the employee's sick leave bank, subject to the total limitations on such bank. In addition to the foregoing, an employee shall be entitled to special personal business days limited to two (2) days in any one (1) year, non-accumulative, for court appearance or tax audit, without loss of pay, on forty-eight (48) hour prior notice provided employee submits proof of attendance.

Section 9.12 Jury Duty

An employee shall be granted leave while on Jury Duty and will be paid the difference between his pay as a juror, and his regular straight time pay as an employee of the City.

Section 9.13 Request for Time Off

All employee requests for time-off, i.e., personal days, vacation days, funeral leave, etc., shall be submitted to the City Clerk who shall concur on the approval of the request for time-off, considering both the wishes of the employee and the efficient operation of the City.

ARTICLE X - HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 10.1 Address and Notification

It shall be the employee's responsibility to provide the City Clerk with a current address, phone number and information regarding marital status or dependents which may effect their insurance coverage.

In order to provide maximum insurance coverage, any change in the number of dependents or marital status should be reported within the first thirty (30) days of such change.

Section 10.2 Hospitalization Medical Coverage

- A. The City agrees to pay the full premium for hospitalization medical coverage, for the employee and his family, the plan to be Blue Cross/Blue Shield, MVF-1 Plan Semi-Private Coverage, B, C, and D, or equivalent. This coverage shall be applied to all employees.
- B. The City shall provide Michigan Blue Cross/Blue Shield Preferred RX Prescription Drug Program Benefit covering the employee and members of his immediate family, but not including family continuation service, under the PC Rider with \$3.00 deductible per prescription.
- C. The City shall provide Michigan Blue Cross/Blue Shield Vision Care Plan VCA 80 covering the employee and the members of his immediate family, but not including family continuation service.
- D. Effective July 1, 1993, the City will establish a fund for the purpose of paying a health insurance premium stipend as set forth herein, for eligible retirees in good standing under the City's retirement system and (a) who are a least sixty (55) years of age; (b) who have at least ten (6) years of seniority in the City on the date of retirement; and (c) who meet the contribution requirements set forth in this Article.

Section 10.3 Life Insurance

Each full-time employee who is qualified shall receive the life insurance benefits to which he is entitled under the City's present insurance program, being 1.25 times the employee's base salary plus \$5000.00 to a maximum of \$100,000.

Section 10.4 Dental Program

Dental program: The City shall provide the Comprehensive Preferred Dental Plan CR 20-20-20, OS-50, MBL \$1,000 for each employee and members of his/her immediate family as defined in the program or the equivalent thereof.

Section 10.5 Sick and Accident Insurance

The City will provide coverage for loss of income due to sickness and accident based upon the following:

Short-term Disability: Seventy (70%) percent of weekly earnings to a

maximum of one hundred fifty (\$150.00) dollars per week less any amounts received or are entitled to under the mandatory portion of any "no-fault" motor vehicle plan and/or any state compulsory benefit act or law. Benefits begin the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability: Sixty (60%) percent of basic monthly earnings

not to exceed two thousand (\$2,000.00) dollars, less any other income benefits. Minimum benefit is the greater of one hundred (\$100.00) dollars to ten (10%) percent of the monthly benefit before deductions for other income benefits. Benefits begin after ninety (90) days and would continue for a maximum of sixty (60) months thereafter.

If after the first ninety (90) days of sickness or injury, the employee still has accumulated sick leave, the City shall continue to pay to the sick or injured employee a sum, which when added to his benefits under the sickness and accident policy, will equal his regular weekly take home pay on the basis of his average standard workweek, exclusive of overtime, at the time of injury.

Payments by the City shall be charged against the employee's accumulated sick leave, which shall be used up based upon the actual ratio of the City's contribution to full pay. After the exhaustion of sick leave credits, further payments shall consist only of benefits under the sick and accident indemnity policy. This section does not apply to compensable sickness or accident which are provided for under Section 9.8 of this contract.

Section 10.6 Flu and Tetanus Shots

The City agrees to provide flu and tetanus shots during the month of October for all employees desiring such shots, without cost to the employee and at a place designated by the City.

Section 10.7 Retirement

Effective 7-1-93, the City will convert the members of this Union to the Michigan Municipal Employees Retirement System, which provides the C-1 New benefits at no cost to the employee. All funds accumulated in the employee's name under the current retirement program shall be paid to the employee or beneficiary upon death or retirement.

Effective 2-1-97, the City shall provide the Walled Lake Clerical Association represented by the Michigan Association of Public Employees the Michigan Municipal Employees Retirement System (MERS) Plan B-3, with an unreduced retirement allowance at age 55 with 25 years of service to the City of Walled Lake with the V-6 option, based upon the following terms and conditions:

- A. Effective upon the signing of this contract, all clerical employees shall contribute four and one-half percent (4.50%) of their wages paid (exclusive of any annual sick leave pay-out) toward the cost of this pension plan. These payments will be made by payroll deduction, and shall be authorized on forms provided by the City and signed by the employee.

Section 10.8 Eligibility

Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. The City will notify the Union in writing at least ten (10) days prior to the implementation of such changes. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.

Section 10.9 Medical Upon Retirement

Effective July 1, 1990, the City will establish a fund for the purpose of paying a health insurance premium stipend as set forth herein, for eligible retirees in good standing under the City's retirement system and (a) who are at least fifty-five (55) years of age; (b) who have at least six (6) years of seniority in the City's Administrative Offices on the date of retirement; and (c) who meet the contribution requirements set forth in this Article.

1. The level of coverage provided shall be as that then provided to employees.
2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse, from the date the employee is first eligible under this article until the date the payments cease under the MERS pension plan.
3. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The City's insurance plan shall be considered the secondary insurance.
4. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program). The sole obligation of the City is to contribute to the cost of premium payments as set forth herein. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier.
5. Any funds established by the City shall be vested in the City, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong to the City. Furthermore, the City reserves the right to change providers.
6. The City's payment for the eligible retirees health insurance premium under this Article is limited to Three Hundred Dollars (\$300) per month until employee reaches age sixty-five (65) when medicare is available and then revert to One Hundred Fifty Dollars (\$150) per month.
7. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another Employer and covered by his/her employer's health insurance program.
8. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.

Section 10.10 Opting Out of Insurance

Employees who voluntarily opt out of the City's Blue Cross/Blue Shield or Health Alliance Plan Health and/or Dental Insurance coverage will be eligible for a stipend payable on the 15th day of the month. The stipend shall be computed on the basis of one-half (1/2) of the monthly premium for the employee for the preceding month, provided the employee declines such coverage for the entire preceding month. The type of coverage utilized for this computation will be the type of coverage (i.e. Blue Cross/Blue Shield or Health Alliance Plan) provided to the employee on December 1, 1990. For those employees who first became eligible for health insurance coverage after December 1, 1990, the type of coverage utilized for this computation will be the type of coverage offered by the City carrying the lowest premium at the time the calculation is made.

To be eligible for the stipend, the employee must provide proof of health insurance from another source, and sign an

insurance waiver provided by the City. The employee may resume coverage under the City's insurance subject to the approval of the insurance carrier.

ARTICLE XI - PROMOTIONS

Section 11.1 Promotion Defined

A promotion shall mean the transfer of an employee into a higher paid classification.

Section 11.2 Eligibility for Promotion

Promotions within a City Department covered by this Agreement shall be made by the City on the basis of departmental seniority, provided the senior employee has the ability to meet the job requirements of the higher classification. Vacancies will be posted for a period of not less than seven (7) calendar days in a conspicuous place in the City Hall and on the Union bulletin board. Employees interested shall apply within said time. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee and his Steward. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure. In the event that no employee in the Department affected has the ability to meet the job qualifications, employees from other Departments may bid for the promotion and shall receive preference on the basis of seniority with the City and ability to meet the qualifications over persons seeking the position who are not presently employed by the City.

Section 11.3 Written Examination

A written examination may be provided by the City which shall be free to all employees seeking the available promotion, other than probationary employees. The examination shall relate to those matters which shall fairly test the relative capacity of those persons examined to discharge the duties of the office to which they seek to be appointed. Such test shall be furnished by an independent body.

Section 11.4 Trial Period

- A. The senior employee approved by Employer for the promotion shall be granted a four-week (4) trial period to determine his desire to remain on the job and his ability to perform the job.
- B. During the trial period, the employee shall have the opportunity to revert back to his former classification if he desires to do so. If the City finds the employee is unsatisfactory in the new position, the City may return him to his previous position.
- C. During the trial period, employees will receive the rate of the job they are performing.
- D. Employees required to work temporarily in a higher classification for more than four (4) hours shall be paid the rate of the higher classification after four (4) hours.

Section 11.5 Supervisory Employees

The foregoing conditions do not apply to the employment of supervisory employees whose positions are not covered by this collective bargaining contract.

Section 11.6 Transfers Out of the Bargaining Unit

If an employee is transferred to a position with the City which is not included in the bargaining unit and is within

four (4) weeks thereafter transferred again to a position within the unit, he shall have accumulated seniority while working the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. No employee may be transferred out of the bargaining unit without his consent.

Section 11.7 Vacancies and New Classifications

In the event of a vacancy or a newly-created position in a Department covered by this Agreement, employees of the Department shall be given the opportunity to transfer on the basis of seniority and qualification. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in the City Hall at least seven (7) calendar days prior to filling such a vacancy or newly-created position.

ARTICLE XII - DISCHARGE AND DISCIPLINE

Section 12.1 Causes for Discipline or Discharge

No member of the bargaining unit shall be disciplined or discharged except for just cause. Discipline and/or discharge shall be the responsibility of the Department Head. While it is not possible to detail in this contract specific discipline for every contingency, it is understood that discipline imposed shall be reasonable, and that an employee shall not be discharged, except in extreme cases, unless there have been several previous offenses for which discipline or warnings have been imposed.

Section 12.2 Past Infractions

In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than two (2) years previously, unless such prior infractions would have justified dismissal of the employee at that time or unless discipline imposed at that time involved a period of probation extending more than a period of two (2) years.

Section 12.3 Notification of Discipline or Discharge

The City shall notify the Steward promptly in writing upon the discharge or discipline of an employee, but failure to give such notice shall not affect the validity of such discharge or discipline. In the event of discipline, a Union Steward shall be present if an employee so requests.

Section 12.4 Employee's Rights

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the Department Head will discuss the discharge or discipline with the employee and the Steward.

Upon request, the City shall provide the Union with copies of all documents, statements, audio tapes, videotapes, etc., upon which the City relied to make any decision to discipline or discharge an employee.

Section 12.5 Appeal from Discharge or Discipline

Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the City within five (10) regularly scheduled working days after notice to the Steward under Section 1203. The Department Head will review the discharge or discipline and answer the complaint in writing within five (10) regularly scheduled working days and answer the complaint.

If the decision is not satisfactory to the Union, the discharge or discipline may be appealed within five (10) regularly scheduled working days thereafter to the City Manager, who shall, within five (10) regularly scheduled working days, thereafter, grant a hearing to the Union, review the complaint and answer thereto, hear such other testimony or examine other evidence which is relevant to the discharge or discipline, and, within five (10) regularly scheduled working days after the hearing, shall uphold, reverse or modify the discharge or discipline.

Section 12.6 Arbitration

If the Union is dissatisfied with the decision of the City Manager on the question of the discharge or discipline, within ten (30) regularly scheduled working days thereafter, the Union may demand arbitration in accordance with Section 1304 of this contract. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Sections 1201 and 1202 and may reverse or modify the discharge or discipline only if he finds that the discharge or discipline was not imposed in accordance with such principles.

Section 12.7 Time

The time limits set forth in this Article may be extended by mutual agreement, in writing, of the City and the Union.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 13.1 Savings Clause

Nothing in this article shall prevent any individual employee or the Union from exercising the rights granted in Act 336 of the Public Acts of 1947, as amended.

Section 13.2 Definition of Grievance

For the purpose of this contract, a grievance is defined as an alleged violation of this contract. Grievances involving the discharge or discipline of an employee shall be processed under Article XII of this contract.

Section 13.3 Grievance Procedure

The City and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the City and the Union agree to process grievances as follows:

- Step I
- (a) An employee shall first present the grievance orally to his immediate supervisor and have such grievance adjusted, provided the Steward is present at such hearings and the settlement is consistent with the terms and conditions of this Agreement.
 - (b) In the event the grievance is settled at this step of the Grievance Procedure, such settlement shall be reduced to writing and signed by the Employer, the employee and the Union.
- Step II
- (a) In the event the grievance is not settled at Step I, the grievance may be presented in writing, by the Union, to the employee's immediate supervisor. Such grievance must be presented in writing within fifteen (15) regularly scheduled working days after the employee has knowledge of the occurrence. In the written grievance the Union shall attempt to include the articles alleged to have been violated, as well as the settlement requested.
 - (b) The immediate supervisor shall answer the grievance in writing to the Steward with a copy to the employee within ten (10) regularly scheduled working days after receipt of the

grievance.

- Step III
- (a) In the event the Employer's answer to the grievance, as provided in Step II(b) above, is unsatisfactory, the grievance may be appealed within ten (10) regularly scheduled working days to the City Manager.
 - (b) The City Manager shall, within ten (10) regularly scheduled working days after receipt of the appeal, convene a grievance hearing. Such meeting shall include, but not be limited to, the Steward, the employee, the immediate supervisor and the City Manager. The Employer and the Union shall attempt to resolve the grievance and shall, if resolved, reduce the settlement to writing.
 - (c) In the event the parties cannot reach agreement, the City Manager shall answer the grievance in writing, to the Steward with a copy to the employee within ten (10) regularly scheduled working days after the meeting provided in Step III(b) above.
- Step IV
- (a) If the answer provided for in Step III(c) above is not satisfactory to the Union, the Union may appeal the grievance to an additional hearing with the City Manager or move to arbitration in accordance with Section 13.4. If an additional hearing is requested within ten (10) regularly scheduled working days after receipt of the Employer's answer provided in Step III(c) above.
 - (b) The City Manager shall schedule the additional hearing within ten (10) regularly scheduled working days after receipt of the Union's appeal. Such hearing shall include, but not be limited to, the City Manager, the Steward and representatives of the Michigan Association of Public Employees.
 - (c) Within ten (10) regularly scheduled working days after the hearing provided for in Step IV(b) above, the City Manager shall uphold, reverse or modify the previous written answer and shall provide the Steward, the employee, and Michigan Association of Public Employees with the written decision.

Section 13.4 Arbitration

If the matter cannot be resolved by the parties as set forth in Section 13.3 above, the matter may be submitted to arbitration by either party within thirty (30) days thereafter, by notification to the other party of its intent to pursue the grievance to arbitration. This time may be extended by mutual agreement. The arbitration shall be conducted in accordance with the rules, regulations and procedures of the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any of the terms of the Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

The decision of the arbitrator within his authority shall be final and binding on all parties.

Section 13.5 Withdrawal of Grievance

A grievance may be withdrawn by the employee or by the Steward but if withdrawn, it shall not be reinstated.

Section 13.6 Claims for Back Wages

No claim for back wages involved in any grievance shall exceed the amount the employee would have otherwise earned.

Section 13.7 Time

The time limits set forth in this article may be extended by mutual agreement in writing, by the City and the Union.

Section 13.8 Sole Remedy

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE XIV - SAFETY

Section 14.1. Safety Committee

A four (4) man Safety Committee of two (2) employees and two (2) City representatives shall meet upon request of either party not more than once per month during the regular daytime hours for the purpose of making recommendations to the City. The City Manager shall establish the time and place of such meeting.

ARTICLE XV - MISCELLANEOUS

Section 15.1 Health Tests

The City, upon reasonable cause to believe that an employee suffers from a physical or psychological problem to the extent that the City's interests may be compromised, may require an employee to submit to tests and/or examinations by a qualified physician to determine the extent of any existing problem. The City shall be required to pay the costs of any such tests and/or examinations and the result of such tests shall be discussed with the employee and her union representative.

Section 15.2 City Manager May Delegate

Any power or responsibility of the City Manager as set forth herein may be delegated to any appropriate person by the City Manager. Exercise of such powers and responsibilities by the delegate shall be deemed to be in the exercise of such power and responsibility by the City Manager.

Section 15.3 Appendices

Appendices A attached hereto, is a part of this Agreement.

Section 15.4 Amendments

There shall be no amendments to this contract unless such amendments are in writing and signed by both parties hereto.

Section 15.5 Duration and Agreement

This Agreement shall remain in full force and effect until midnight, June 30, 2000. The Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that a notice of intent to modify is given, negotiations shall begin as soon as possible after the receipt of the intent to modify.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City of Walled Lake.

Section 15.6 Tuition Reimbursement

In order to maintain a professional department, the City promotes policies and programs designed to provide training for the clerical staff to enable them to better service the community.

This tuition reimbursement policy for the clerical bargaining unit members has been developed for those members who wish to pursue the completion of a four (4) year undergraduate college degree program in Public Administration, Business Administration and Accounting, whereby the City will pay One Hundred (100%) percent of the cost of tuition and registration fees as outlined below. The City will pay fifty (50%) percent of the cost of tuition and registration fees for those employees who wish to pursue a Masters Degree in the same fields.

Tuition paid by clerical workers to Michigan colleges or universities for courses in the fields of Public Administration, Business Administration and Accounting will be reimbursed by the City, subject to the following limitations:

1. That the City will pay One Hundred (100%) of the cost of tuition and registration fees for classes towards an undergraduate degree and Fifty (50%) towards a Masters Degree. The employee will also be responsible for purchase of textbooks, lab fees and related materials. Furthermore, employee must prior to requesting reimbursement, complete the City tuition reimbursement application form for cost approval and tuition payment.
2. Reimbursement is available only to candidates for completion of undergraduate and Masters degrees in Public Administration, Business Administration and Accounting.
3. Both schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be unreasonably withheld.
4. The employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
- 5: Undergraduate Degree: An employee who leaves the employment of the City within two years of receiving reimbursement for tuition and fees must repay such reimbursement to the City.

Masters Degree: An employee who leaves the employment of the City within two years of receiving reimbursement for tuition and fees must repay such reimbursement to the City.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CITY OF WALLED LAKE EMPLOYEES
MICHIGAN ASSOCIATION OF PUBLIC
EMPLOYEES

Joan B. Cole
Joan B. Cole, Union Steward

John V. Wargel
John V. Wargel, MAPE Representative

BY AUTHORITY OF THE CITY OF
WALLED LAKE AT WALLED LAKE

William T. Roberts
William T. Roberts, Mayor

Maryanne Cornelius
Maryanne Cornelius, City Clerk

Phillip S. Vawter
Phillip S. Vawter, City Manager

Date: 2-25-97

Date: 3-4-97

APPENDIX A

WAGES:

ADMINISTRATIVE SECRETARY

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
7-1-96 to 12-31-96	\$24,332	\$25,298	\$26,311	\$27,325
1-1-97 to 6-30-97	\$24,819	\$25,804	\$26,837	\$27,871
7-1-97 to 12-31-97	\$25,315	\$26,320	\$27,374	\$28,429
1-1-98 to 6-30-98	\$25,821	\$26,846	\$27,921	\$28,997
7-1-98 to 12-31-98	\$26,338	\$27,383	\$28,480	\$29,577
1-1-99 to 6-30-99	\$26,865	\$27,931	\$29,049	\$30,169
7-1-99 to 12-31-99	\$27,402	\$28,490	\$29,630	\$30,772
1-1-00 to 6-30-00	\$27,950	\$29,059	\$30,223	\$31,388

MEMORANDUM OF AGREEMENT

The parties agree that the Association shall withdraw its proposal, submitted on July 3, 1996, concerning the change of Article X - Insurance at Section 10.9 Subsection 6, which is a proposal for fully paid health insurance for retirees.

The Association may re-submit this proposal for contract negotiations upon notice to the Employer, at any time after the date of this Memorandum, to include the term of any successor Agreement.

ACCEPTED BY:

WALLED LAKE CLERICAL EMPLOYEES

Joan B. Cole
Joan B. Cole, Union Steward

John V. Wargel
John V. Wargel, MAPE Representative

ACCEPTED BY:

CITY OF WALLED LAKE

William T. Roberts
William T. Roberts, Mayor

Maryanne Cornelius
Maryanne Cornelius, City Clerk

Phillip S. Vawter
Phillip S. Vawter, City Manager

Dated: 2-25-97

Dated: _____

LETTER OF UNDERSTANDING

It is agreed by both parties to this agreement that Article XII - Longevity Pay shall be amended to read as follows:

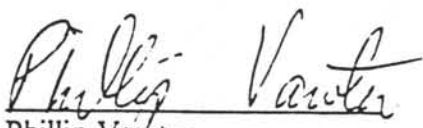
"In addition to the pay provided above, members of the Walled Lake Clerical Employees Association shall receive, on the first pay period following December 1 of each year, a sum equal to the percentage of his actual base pay for the previous year (December 1 - November 30) as provided below:

<u>HIRED AFTER 9-1-94</u>		<u>HIRED PRIOR TO 9-1-94</u>	
<u>Seniority</u>	<u>Percentage of Pay</u>	<u>Seniority</u>	<u>Percentage of Pay</u> -----
Less than 5 Yrs.	None	Less than 3 Yrs.	None
5 Yrs but less than 10 Yrs	3%	3 Yrs but less than 10 Yrs	3%
10 Yrs but less than 15 Yrs	4%	10 Yrs but less than 15 Yrs	4%
15 Yrs or More	5%	15 Yrs of More	5%

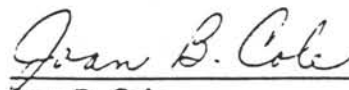
If a member's percentage of pay based upon seniority changes during the period of December 1 - November 30 of any year (i.e. - 4% to 5%), the sum received shall be prorated to reflect the percentage change (i.e. - December 1 to the anniversary date at 4% and the anniversary date to November 30 at 5%)."

For the purpose of implementing this change, it is understood that the longevity pay received on the first pay period after December 1, 1995 shall be calculated from the member's previous anniversary date to November 30, 1995.

Dated 12-13-95


Phillip Vawter
City of Walled Lake


Ronald Dowell
Michigan Association of Public
Employees


Joan B. Cole
Union Steward

