

4071

6/30/2000

CITY OF WALLED LAKE
DPW COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - SCOPE OF CONTRACT 4

 Section 1 - Definition of the Bargaining Unit 4

 Section 2 - New Job Classifications 4

 Section 3 - Temporary Assignments 4

 Section 4 - Temporary Employees 5

 Section 5 - All Agreements Included 5

 Section 6 - Management Rights 5

 Section 7 - No Conflict With Laws 5

 Section 8 - Working Supervisor 6

 Section 9 - Contracted Work 6

ARTICLE II - UNION SECURITY 6

 Section 1 - Union Membership 6

 Section 2 - Aid to Other Unions 7

 Section 3 - Union Dues 7

 Section 4 - Check-Off Forms 7

 Section 5 - Deductions 7

ARTICLE III - UNION STEWARDS 8

 Section 1 - Number of Stewards 8

 Section 2 - Union Business on City Time 8

 Section 3 - Union Bulletin Boards 8

ARTICLE IV - SPECIAL CONFERENCES 9

ARTICLE V - REMUNERATION 9

 Section 1 - Annual Base Salaries 9

 Section 2 - Longevity Pay 9

 Section 3 - Paydays 9

 Section 4 - Overtime 9

ARTICLE VI - HOURS OF EMPLOYMENT 10

 Section 1 - Normal Workweek and Workday 10

 Section 2 - Deduction for Absences 11

 Section 3 - No Concurrent Employment 11

 Section 4 - Coffee Break 11

ARTICLE VII - SENIORITY 11

 Section 1 - New Employees 11

 Section 2 - Union Representation of Probationary Employees 11

 Section 3 - Definition of Seniority 12

 Section 4 - Loss of Seniority 12

ARTICLE VIII - LAYOFF AND RECALL 12

 Section 1 - Definition of Layoff 12

 Section 2 - Layoff Procedure 12

 Section 3 - Notice Prior to Layoff 13

 Section 4 - Recall from Layoff 13

 Section 5 - Bumping Prohibited 13

 Section 6 - Seniority of Stewards 13

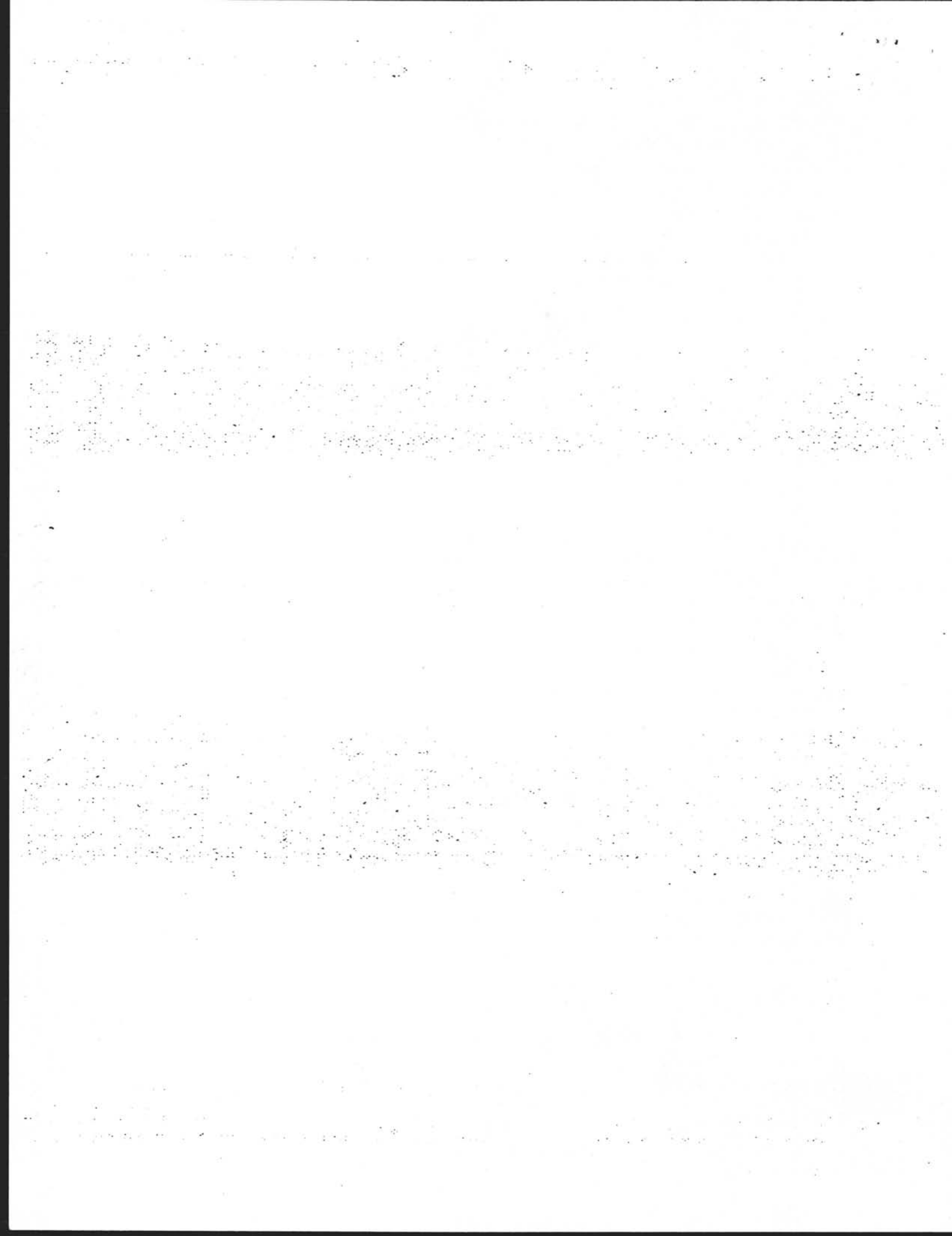
ARTICLE IX - AUTHORIZED ABSENCES 13

 Section 1 - Holidays 13

 Section 2 - Annual Vacations 14

 Section 3 - Period for Taking Vacations 14

Walled Lake, City of



Section 4 - Holiday During Vacation	15
Section 5 - Advance Pay for Vacation	15
Section 6 - Effect of Layoff on Vacation	15
Section 7 - Military Service	15
Section 8 - Absence for Sickness	15
Section 9 - Compensable Injuries	16
Section 10 - Funeral Leave	16
Section 11 - Personal Business Days	17
Section 12 - Jury Duty	17
ARTICLE X - HOSPITAL, MEDICAL AND LIFE INSURANCE	17
Section 1 - Address and Notification	17
Section 2 - Hospitalization Medical Coverage	17
Section 3 - Life Insurance	18
Section 4 - Dental Program	18
Section 5 - Sick and Accident Insurance	18
Short-term Disability	18
Long-term Disability	18
Section 6 - Flu and Tetanus Shots	19
Section 7 - Pension	19
Section 8 - Eligibility	19
Section 9 - Health Insurance Stipend	19
ARTICLE XI - PROMOTIONS	20
Section 1 - Promotion Defined	20
Section 2 - Eligibility for Promotion	20
Section 3 - Written Examination	20
Section 4 - Trial Period	20
Section 5 - Supervisory Employees	20
Section 6 - Transfers Out of the Bargaining Unit	21
Section 7 - Vacancies and New Classifications	21
ARTICLE XII - DISCHARGE AND DISCIPLINE	21
Section 1 - Causes for Discipline or Discharge	21
Section 2 - Past Infractions	21
Section 3 - Notification of Discipline or Discharge	21
Section 4 - Employee's Rights	21
Section 5 - Appeal from Discharge or Discipline	21
Section 6 - Arbitration	22
Section 7 - Time	22
ARTICLE XIII - GRIEVANCE PROCEDURE	22
Section 1 - Savings Clause	22
Section 2 - Definition of Grievance	22
Section 3 - Grievance Procedure	22
Section 4 - Arbitration	23
Section 5 - Withdrawal of Grievance	24
Section 7 - Time	24
Section 8 - Sole Remedy	24
ARTICLE XIV - SAFETY	24
Section 1 - Safety Committee	24
Section 2 - Safety Equipment	24
Section 3 - Water Breaks	24
Section 4 - Eye Examination/Safety Glasses	24

Section 5 - Severe Weather	25
ARTICLE XV - MISCELLANEOUS	25
Section 1 - Work Clothes	25
Section 2 - City Manager May Delegate	25
Section 3 - Appendices	25
Section 4 - Amendments	25
Section 5 - Examinations	25
Section 6 - Change of Address	26
Section 7 - Job Related Training	26
Section 8 - Job Classification	26
Section 9 - Employee Personal Property Protection	26
ARTICLE XVI - DURATION AND TERMINATION	26

CITY OF WALLED LAKE
DPW COLLECTIVE BARGAINING AGREEMENT

This contract is entered into this first day of _____, 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 Municipal 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 these agreements;

NOW, THEREFORE, the parties agree that the following collective bargaining contract shall become effective July 1, 1997 and end June 30, 2000.

ARTICLE I - SCOPE OF CONTRACT

Section 1 - Definition of the Bargaining Unit

This Agreement applies to the Walled Lake Department of Public Works as reflected in Case No. R83 C-86.

This agreement covers all employees working within the Walled Lake Department of Public Works as detailed in Appendix A.

Section 2 - New Job Classifications

This City shall notify the Steward of the new job of classification. 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 3 - 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 4 - 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 5 - 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 6 - 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 relating to the performance of that work, 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 Section 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 7 - 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, Worker's 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 8 - Working Supervisor

Supervisors shall not perform bargaining unit work except in the case of an emergency and in conjunction with continuing the current past practice. This provision shall not apply to the Assistant to the DPW Superintendent.

D.P.W. Supervisors shall not operate heavy equipment except, in the case of an emergency, nor shall they perform bargaining unit work on a regular basis. This provision shall not apply to the Assistant to the DPW Superintendent. Nor shall the supervisors performance of bargaining unit work cause a reduction of positions, hours of work, or overtime hours.

The D.P.W. Supervisor's intermittent performance of unit work shall not cause a reduction of bargaining unit positions.

Section 9 - Contracted 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.

ARTICLE II - UNION SECURITY

Section 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 continue 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.
- C. 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. In the event the employee fails to fulfill his duties during this notice period, the Union may thereafter request his 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 - 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 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 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 of Dues form.

Section 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 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 and 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.
- J. 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 to the Union each month a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union dues.

In the event an employee refuses to meet his/her obligation to pay either Union dues or a service fee as set forth above, the Union shall notify the employee, in writing with a copy to the City, of its intent to seek 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 fee to the Union, the City shall immediately suspend the employee without pay for a period not to exceed fifteen (15) days. If the employee has not made all required payments to the Union within the fifteen (15) 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.

ARTICLE III - UNION STEWARDS

Section 1 - Number of Stewards

One Steward and an alternate shall be elected from the employees of the Public Works Department. An alternate Steward shall act in place of a Steward when the Steward is absent or unable to act.

Section 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 - 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

Twice in any one calendar year, or more often by mutual agreement, special conferences for important matters may 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 not more than two (2) representatives of the City and one (1) but not more than two (2) representatives of the Union. Arrangement 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 the Union.

ARTICLE V - REMUNERATION

Section 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 2 - Longevity Pay

In addition to the pay provided for above, the employee 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>% of Annual Pay</u>	<u>Seniority</u>	<u>% of Annual Pay</u>
Less than 5 years	None	Less than 3 years	None
3 years but less than 10 years	3.0%	3 Yrs but less than 10 Yrs	3%
10 years but less than 15 years	4.0%	10 Yrs but less than 15 Yrs	4%
15 years or more	5.0%	15 Years or 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%).

Section 3 - Paydays

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

Section 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 Subsection A 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 for the unit which shall reflect the total equivalent number of straight time hours an employee 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.)

An employee not reporting shall be charged as though he had worked for the number of hours worked by an employee reporting in his place. If an employee is not contacted, the employee shall not be charged as if they had worked.

The equalization of overtime chart shall be posted every two (2) weeks unless there have been no changes in overtime hours.

Employees not wishing to be called for overtime shall submit a notice of such to the City, in which case their names shall be removed from the overtime list.

Newly hired employees or current employees entered on the overtime list shall be entered on the list with one (1) hour more than the highest number of hours at the time of such placement.

The Assistant to the DPW Superintendent shall be included in the overtime equalization program except that duties which are exclusively performed by the Assistant to the Superintendent shall not be performed by any other member of the bargaining unit and those hours worked performing duties exclusively performed by the Assistant to the DPW Superintendent shall be chargeable to the Assistant to the Superintendent as far as equalization of overtime.

ARTICLE VI - HOURS OF EMPLOYMENT

Section 1 - Normal Workweek and Workday

The normal workweek for all employees under this Agreement shall consist of five (5) days. The regular working

day for employees within the Walled Lake Department of Public Works Unit, unless otherwise scheduled by the Department, shall be from 7:00 a.m. to 3:15 p.m. Employees in the Walled Lake Department of Public Works Unit shall be entitled to take up to forty-five (45) minutes from 12:00 p.m. to 12:45 p.m., for lunch, one half (2) hour of which will be without loss of pay.

Section 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 1, except as stated herein or authorized absences as set forth in Article IX, unless excused by the City Manager.

Section 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 employees, except with the express written permission of the City.

Section 4 - Coffee Break

Employees may take a "coffee break" of fifteen (15) minutes in the morning or fifteen (15) minutes in the first half of their shift, whichever may apply, i.e., there will be one (1) coffee break per day taken at the same time by all employees at the time designated by the supervisor.

ARTICLE VII - SENIORITY

Section 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 entitled to accumulate but not use their floating holiday or their birthday holiday until they have completed the probationary period.
- D. Probationary employees shall 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 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 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 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 for extreme emergency for 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 when recalled from layoff;
 5. If the employee does not return to work at the end of an approved leave;
 6. If the employee is laid off for a period of more than one (1) year.
- B. 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 1 - Definition of Layoff

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

Section 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. Classification within the bargaining unit may have some bearing upon decisions regarding layoffs to the extent that the qualifications of the Assistant to the DPW Superintendent are different than those of other members of the bargaining unit. A reduction in manpower of the Department of Public Works shall not affect other members of the bargaining unit if the intent is to eliminate the Assistant to the DPW Superintendent. Conversely, a reduction in manpower of the Department of Public Works shall not affect the Assistant to the DPW Superintendent if

the Employer intends to have someone perform the regular duties of this position on a regular basis.

D. Exceptions to this procedure may be made by written agreement between the City and the Union.

Section 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 4 - Recall from Layoff

When the working force is increased after a layoff, employees will be recalled within the bargaining unit by classification and 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 5 - Bumping Prohibited

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

Section 6 - Seniority of Stewards

Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type, be continued at 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 1 - Holidays

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

Washington's Birthday	Friday after Thanksgiving
Good Friday	December 24th
Memorial Day	Christmas Day
Fourth of July	December 31st
Labor Day	New Year's Day
Veteran's Day	Employee's Birthday
Thanksgiving Day	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 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 after such holiday is excused by the City Manager.

Section 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.

A. Employees hired prior to July 1, 1973:

<u>Seniority as of Anniversary Date</u>	<u>Maximum Vacation</u>
1-2 Years	2 Weeks
2-4 Years	3 Weeks
4 Years and Over	4 Weeks

B. Employees hired after July 1, 1973:

<u>Seniority as of Anniversary Date Previous Year</u>	<u>Days of Vacation for Each Month Worked in</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	1.250 Days	15 Days
9 Years and Over	1.666 Days	20 Days

Section 3 - Period for Taking Vacations

- A. During the month of January of each year, an employee shall receive a record showing the amount of vacation time he is eligible to receive in the present calendar year. Employees requests for vacation may be submitted to his Department Head 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 Department Head 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. 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 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 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 6 - Effect of Layoff on Vacation

If an employee is laid off, retires, voluntarily quits (with two 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 layoff for the current year will have such credit deducted from his vacation on the following year.

Section 7 - Military Service

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid 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 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 employee's immediate supervisor, the City's Police Department Dispatch 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 or illness to members of the immediate family prevents the employee from performing his assigned duties.
- B. Each employee shall have a sick leave bank equal to the employee's accumulated sick leave on the date of this Agreement. He shall receive one (1) additional day of sick leave allowance for each month of continuous employment. Sick leave shall be accumulated to a maximum of one hundred (100) days.
- C. Effective July 1, 1992, any sick leave days accumulated and earned after July 1, 1989, over the one hundred (100) day limit will be paid the first pay period in July.
- D. 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. An employee who shall quit or be fired shall not receive any payment for unused sick leave.
- E. An employee on sick leave, as set forth in Section 8.A. and B., shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

- F. Deductions from the accumulated sick leave will be made on a pro-rated basis to the nearest one hour.
- G. 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.
- H. 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.

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.

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.

Section 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 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, child, brother, sister, parent, grandparent, step-parent or step-child ; or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law.

Section 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/her 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 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.

ARTICLE X - HOSPITAL, MEDICAL AND LIFE INSURANCE

Section 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 affect 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 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, with the Mandatory Second Opinion Rider, 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 Benefits covering the employee and members of his immediate family, but not including family continuation service, under the PC Rider with \$3.00 deductible on prescriptions.
- 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, 1992, 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 twenty (20) years of seniority in the City's Department of Public Works 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 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 entirely 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 reverts to One Hundred Fifty Dollars (\$150) per month, or the maximum allowed under any other City Union Contract.
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 3 - Life Insurance

Each full-time employee who qualifies shall receive the life insurance benefits to which he entitled under the City's present insurance program being 1.25 times the employee's salary plus \$5,000 to a maximum of \$100,000.

Section 4 - 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 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.

This section does not apply to compensable sickness or accident which are provided for under Article VIII of this Agreement. 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 sick and accident policy, will equal his regular take home pay on the basis of his average workweek, exclusive of overtime, at the time of the 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.

Section 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. These shots must be taken under normal health insurance coverage. City will pay any deductible, if necessary.

Section 7 - Pension

Effective July 1, 1992, the City shall cease contributions on behalf of DPW employees, (and freeze monies in individual employee's accounts), to the defined contribution money purchase pension plan; and shall purchase a plan through the Michigan Municipal Employees Retirement System (MERS),B3, with F55/20 rider Plan. Effective July 1, 1995, all employees shall contribute four and seven tenths percent (4.7%) 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. The Walled Lake DPW bargaining group represented by the Michigan Association of Municipal Employees shall seek no further changes, in collective bargaining or otherwise, in the pension plan provided hereunder or under successor collective bargaining agreements, before July, 1, 2005. This shall not preclude the Walled Lake DPW bargaining group represented by the Michigan Association of Municipal Employees from commencing negotiations before that date regarding further changes in the pension plan to be effective after July 1, 2005, nor shall it preclude the parties from mutually agreeing to modify the pension plan. The MERS Plan shall also provide for an unreduced retirement allowance at age sixty (60) with ten (10) years of service.

Section 8 - Eligibility

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. 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 9 - Health Insurance Stipend

Employees who voluntarily opt out of the City's Blue Cross/Blue Shield or Health Alliance Plan Health and/or Dental Insurance coverages 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 1 - Promotion Defined

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

Section 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 3 - Written Examination

A written and/or oral 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 4 - Trial Period

- A. The senior employee approved by Employer for the promotion shall be granted a sixty -day (60) 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 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 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 7 - Vacancies and New Classifications

In the event of a vacancy or a newly-created position in the Department covered by this Agreement, employees of that 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 1 - Causes for Discipline or Discharge

No member of the bargaining unit shall be disciplined or discharged except for just cause.

Section 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 the discipline imposed at that time involved a period of probation extending more than a period of two (2) years.

Section 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 may be present if an employee so requests. The Assistant to the DPW Superintendent, although considered a working supervisor with responsibility for directing and supervising the work of others in the bargaining unit, shall have no authority to discipline or effectively recommend the discipline of other members of the bargaining unit. Whenever the Assistant to the Superintendent believes another member of the bargaining unit has violated a directive or a rule or regulation, the responsibility of the Assistant to the DPW Superintendent is limited to objectively reporting the facts to either the DPW Superintendent or the City Manager.

Section 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, video tapes, etc. upon which the City relied to make any decision to discipline or discharge an employee.

Section 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 ten (10) regularly scheduled working days after notice to the Steward under Section 3 above. The Department Head will review the discharge or discipline and answer the complaint in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the discharge or discipline may be appealed within five (5) regularly scheduled working days thereafter to the City Manager, who shall, within five (5) regularly scheduled working days 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 (5) regularly scheduled working days after the hearing, shall uphold, reverse or modify the discharge or discipline.

Section 6 - Arbitration

If the Union is dissatisfied with the decision of the City Manager on the question of the discharge or discipline, within thirty (30) regularly scheduled working days thereafter, the Union may demand arbitration in accordance with Section 4 of this contract. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Sections 1 and 2 above 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 7 - Time

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

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 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 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 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 1
- (a) An employee shall first present the grievance 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 2
- (a) In the event the grievance is not settled at Step 1, and after approval by the Union Grievance Committee, 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 3

(a) In the event the Employer's answer to the grievance, as provided in Step 2 (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 3 (b) above.

Step 4

(a) If the answer provided for in Step 3 (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 Article XIII, Section 4. If an additional hearing is requested, such hearing must be requested within ten (10) regularly scheduled working days after receipt of the Employer's answer provided in Step 3 (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 Employee and/or the International Union.

(c) Within ten (10) regularly scheduled working days after the hearing provided for in Step 4 (b) above, the City Manager shall uphold, reverse or modify the previous written answer and shall provide the Steward, the employee, and the Michigan Association of Public Employees with the written decision.

Section 4 - Arbitration

A. If the matter cannot be resolved by the parties as set forth in Section 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. If the parties do not agree upon a mutually acceptable arbitrator within ten (10) calendar days after the notice of intent to arbitrate was submitted, then the matter shall be submitted to the American Arbitration Association within fifteen (15) calendar days after the notice of intent to arbitrate was submitted.

B. 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.

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

D. The expense of the arbitrator shall be borne equally by the parties of this Agreement.

Section 5 - Withdrawal of Grievance

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

Section 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 7 - Time

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

Any grievance not moved within the time specified in the particular step of the Grievance Procedure shall be considered settled on the basis of the last written answer and not subject to further review.

Section 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 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.

Section 2 - Safety Equipment

The City shall provide and the employee shall wear and/or use all safety equipment and protective clothing required by law, ordinance, or rule or regulation of Federal, state and local authorities, applicable to the work performed by the bargaining unit. The required use of City furnished safety equipment and protective clothing shall apply to all employees of the City, including supervision.

When salting and plowing operations are being performed during non-normal work hours, at least two (2) employees will be on duty when manpower is available.

Section 3 - Water Breaks

The City shall provide for the assignment of a minimum of two (2) employees on all water breaks, where repairs are necessary in order to provide for employee's safety.

Section 4 - Eye Examination/Safety Glasses

Once during each two (2) year period the City will pay up to twenty (\$20.00) dollars for required eye examinations for employees prescription safety glasses. The City will pay the cost of one pair of prescription safety glasses up to two hundred dollars (\$200.00) every two years.

Section 5 - Severe Weather

The City agrees that Water Department employees not be required to read meters in severe weather as determine by the DPW Superintendent.

ARTICLE XV - MISCELLANEOUS

Section 1 - Work Clothes

- A. The Employer agrees to furnish to the employees of the DPW Department such rain gear, hip boots, and waders appropriate for the job.
- B. Effective July 1, 1997, the Employer agrees to provide each DPW employee a uniform allowance of \$150.00 on September 1st and an additional \$150.00 on March 1st of each year to purchase safety shoes, required clothing, gloves, boots and other clothing required by weather conditions throughout the year. The employee shall submit appropriate receipts therefor upon request of the City. The City may provide patches which shall remain the property of the City.
- C. Employees will be required to purchase a City designated safety shoe with the clothing allowance payment set forth in Article XV, Section 1. All employees will be required to wear safety shoes while on the job.
- D. In addition to the uniform allowance outlined in Article XV Section 1, the City agrees to provide and launder uniform shirts for each employee. Additionally, the City will provide one lightweight jacket and one winter coat for each employee at no cost. Replacement outerwear will be acquired only upon approval of the DPW Superintendent.

Section 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 the exercise of such power and responsibility by the City Manager.

Section 3 - Appendix

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

Section 4 - Amendments

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

Section 5 - Examinations

The City may require the employees submit to physical and mental test and examinations by City appointed doctors when such test and examinations are considered to be of value to the City in maintaining a capable workforce, employee health and safety, etc., provided, however, that the City will pay the cost of such an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence. No employee will be disciplined by virtue of this provision.

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. The employee will be made whole for the loss of back pay in the event it is found that the employee was wrongfully removed from active employment.

Section 6 - Change of Address

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 (5) 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.

Section 7 - Job Related Training

At the request of an employee and with the approval of the DPW Superintendent, an employee may attend appropriate job related seminars, course work or participate in other continuing education directly related to that employee's current or future job assignments.

Upon successful completion of such training, the employee will be reimbursed for tuition, course fees and books required.

Section 8 - Job Classification

"Water Laborer" classification will be changed to "Field Technician" in name only.

Section 9 - Employee Personal Property Protection

An employee's personal property that is properly at the work site, which is damaged or destroyed while the employee is engaged in performing assigned duties, may be repaired or replaced as needed, at the Employer's expense upon recommendation of the Department Head.

ARTICLE XVI - DURATION AND TERMINATION

This Agreement shall remain in full force and effect until mid-night, June 30, 2000. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date, that it desires to modify this Agreement. In the event that a notice of modification is given, negotiations shall begin soon after the receipt of the ninety (90) day notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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.

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

WALLED LAKE MUNICIPAL BY AUTHORITY OF THE CITY OF
EMPLOYEES ASSOCIATION WALLED LAKE, AT WALLED LAKE, MI

Brian Wozny
Brian Wozny, Union Steward

John V. Wargel
John V. Wargel, MAPE Representative

William T. Roberts
William T. Roberts, Mayor

Maryanne Cornelius
Maryanne Cornelius, City Clerk

Phillip S. Vawter
Phillip S. Vawter, City Manager

APPENDIX A

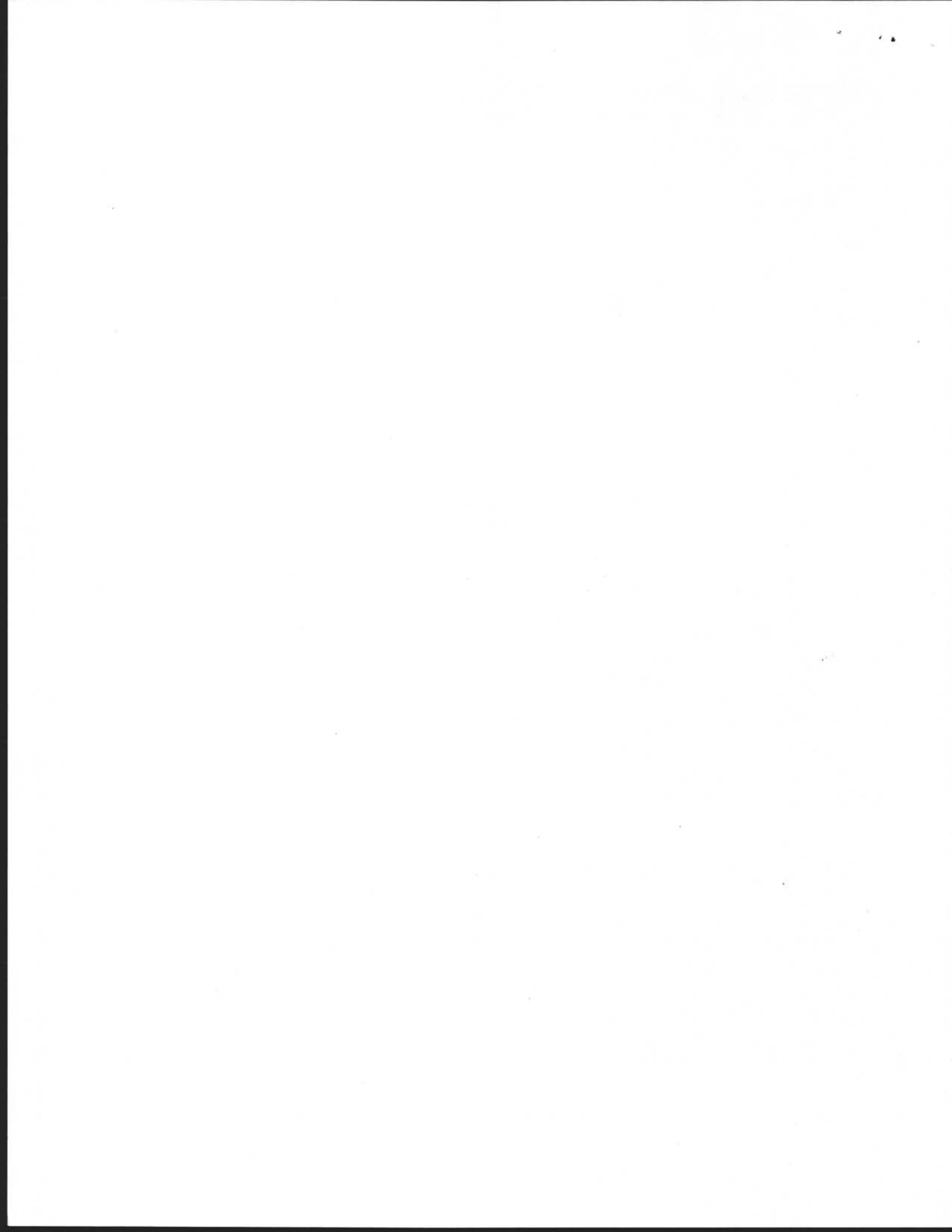
SALARY SCHEDULE

CLASSIFICATION – Works Maintenance Employee:

	3%	2.5%	2%	2%	2%	2%
Effective:	<u>7-1-1997</u>	<u>1-1-1998</u>	<u>7-1-1998</u>	<u>1-1-1999</u>	<u>7-1-1999</u>	<u>1-1-2000</u>
Start	28,157 (13.54)	28,861 (13.88)	29,439 (14.15)	30,027 (14.44)	30,628 (14.73)	31,240 (15.02)
After One Year	30,408 (14.62)	31,168 (14.98)	31,791 (15.28)	32,427 (15.59)	33,075 (15.90)	33,737 (16.22)
After Two Years	32,857 (15.80)	33,679 (16.19)	34,352 (16.52)	35,039 (16.85)	35,740 (17.18)	36,455 (17.53)
After Three Years	35,572 (17.10)	36,461 (17.53)	37,191 (17.88)	37,934 (18.24)	38,693 (18.60)	39,467 (18.97)

CLASSIFICATION – Assistant to the DPW Superintendent:

	3%	2.5%	2%	2%	2%	2%
Effective:	<u>7-1-1997</u>	<u>1-1-1998</u>	<u>7-1-1998</u>	<u>1-1-1999</u>	<u>7-1-1999</u>	<u>1-1-2000</u>
Start	39,124 (18.81)	40,102 (19.28)	40,904 (19.67)	41,722 (20.06)	42,557 (20.46)	43,408 (20.87)



MEMORANDUM OF AGREEMENT

The Parties agree that the Association may re-open the contract negotiations, upon notice to the Employer, at any time after the date of this Memorandum, for the purpose of negotiating a proposal for fully paid Health Insurance for retirees under Article X.

John Wangel
M.A.P.E. Representative
11-20-97

Phillip Vauter
CITY OF WALLED LAKE
11-20-97

