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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF WILLIAMSTON**

**AND**

**CITY OF WILLIAMSTON  
CHAPTER OF LOCAL #1390  
MICHIGAN COUNCIL 25, INTERNATIONAL UNION  
OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**EFFECTIVE JULY 1, 1996 THROUGH JUNE 30, 1999**

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*Williamston, City of*

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## AGREEMENT

This Agreement, entered into on the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, between the City of Williamston (hereinafter referred to as the "EMPLOYER"), and The City of Williamston Chapter of Local #1390, affiliated with Michigan Council 25, International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The heading used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

## PURPOSE AND INTENT

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

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

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

## ARTICLE 1

### RECOGNITION OF THE UNION

**Section 1. Recognition.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Department of Public Works Employees, including Waste Water Treatment Plant Employees, but excluding supervisors, defined under the Act.

**Section 2. Aid To Other Unions.** The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining units described in Section 1.

## ARTICLE 2

### AGENCY SHOP

#### Section 1. Agency Shop.

(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 or pay a service fee to be established by the Union consistent with the law for the duration of this Agreement.

(b) Employees covered by this Agreement and who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount to be determined by the Union consistent with the law, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount to be determined by the Union consistent with the law for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.

#### Section 2. Dues Check Off.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form as supplied by the Union, provided, that the said form shall be executed by the employee. The written authorization for the Union dues deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.



**Section 3. Representation Fee Check-Off.**

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form as supplied by the Union, provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written termination notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 2 of this Agreement.

(c) The Employer agrees to provide this service without charge to the Union.

**Section 4. Remittance Of Dues And Fees.**

(a) When Deduction Begin. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which deductions were made.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) Employees shall be deemed to be members of the Union within the meaning of these sections if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of these sections if they are not more than thirty (30) days in arrears in payment of the service fee.

(e) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(f) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or termination of employment of an employee as required by this Article, or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

### ARTICLE 3

#### UNION REPRESENTATION

**Section 1. Representation.** The employees covered by this Agreement will be represented by a bargaining committee of two (2) employees. The Unit shall have the right to have one (1) steward. During overtime periods and a case of absence, an alternate steward will be appointed by the Unit Chairperson.

**Section 2. Stewards.** The unit shall keep the City Manager advised, in writing, of the steward and only such duly certified employee shall be recognized by the Employer as the employee steward.

**Section 3. Grievance Investigation.** The steward, during working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

**Section 4. Grievance Conferences.** The parties agree that in any conference regarding grievances no more than two (2) of the following individuals shall attend said conference: the steward, the Unit Chairperson and the aggrieved.

### ARTICLE 4

#### NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the City Council subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of services. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of services.

## ARTICLE 5

### EMPLOYER RIGHTS

**Section 1. Operation.** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

**Section 2. Overtime.** The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous to the department.

**Section 3. Work Schedule.** The Employer or its designee shall have the right to determine schedules of working hours and days to establish the methods and processes by which such work is performed.

**Section 4. Discipline and Discharge.** The Employer or its designee reserves the right to discipline and discharge.

**Section 5. Retention of Right.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., including A, B, C, D, F, G and H of this Section. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

**Section 6. Delegations.** No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

**Section 7. Direction of Work Force.** The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

**Section 8. Subcontracting.** The Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off due to subcontracting. Upon request, the Employer shall meet with Union officials to discuss the proposed subcontracting within the sixty (60) days.

**Section 9. Rules and Regulations.** The Employer shall have, within its discretion the right to make, amend, supplement or delete rules and regulations. However, the Union Chapter Chairperson shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the fairness of the rule or rule change, the Union Chapter Chairperson may request a special conference between the Union, and the Employer to discuss the rule.

## ARTICLE 6

### SPECIAL CONFERENCES

**Section 1. Conference Procedure.** Special conferences for important matters will be arranged between the Union Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. 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 lost time or pay for time spent in such special conferences; however, nor shall they be entitled to overtime payment for such special conferences extending beyond their normal working hours. This meeting may be attended, providing request prior to meeting, by a representative of the City Council and/or a representative of the Union.

**Section 2. Meetings.** The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

## ARTICLE 7

### DISCHARGE AND SUSPENSION

**Section 1. Notice.** The Employer agrees to promptly notify the steward, in writing, of the discharge or suspension of any employee of this unit.

**Section 2. Steward.** The discharged or suspended employee will be allowed to discuss the discharge or suspension with the steward and the Employer and the supervisor will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

**Section 3. Complaint.** Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or suspension. The Employer will review the discharge or suspension and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 2.

**Section 4. Prior Infraction.** In imposing any suspension on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose suspension on an employee for falsification of his employment application after a period of two (2) years from his date of hire, except that suspension or discharge may be imposed within five (5) years from the time an employee has falsified his employment application in regard to any conviction of a felony, and except that the Employer may impose suspension or discharge at any time in the event that an employee has falsified his application in regard to a crime of moral turpitude.

**Section 5. Fringe Benefits.** A discharged employee shall lose all fringe benefits from the date of such discharge.

## ARTICLE 8

### PROBATIONARY EMPLOYEES

**Section 1. Probationary Period.** New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment, as such they may be discharged by the employer for any reason and without recourse by the employee to any appeal or grievance procedures.

**Section 2. Representation.** The Union shall represent probationary employees only 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 Article 1.

## ARTICLE 9

### SENIORITY

**Section 1. Definition.** Seniority shall be a unit-wide basis, in accordance with the employee's date of hire.

**Section 2. Non-Discrimination.** Seniority will not be affected by the race, sex, marital status or dependents of the employees.

**Section 3. Seniority List.** The seniority list on the date of this Agreement will show the names and job titles of all employees in the unit entitled to seniority.

**Section 4. List Copies.** The Employer will keep the seniority list up-to-date at all times and will provide the chapter chairperson upon request, with two (2) up-to-date copies no more than once every six (6) months.

## ARTICLE 10

### LOSS OF SENIORITY

**Section 1. Seniority List.** An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He retires.
3. He is discharged and the discharge is not reversed.
4. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by certified mail to the employee at his last-known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
5. If he does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made in appropriate circumstances.
6. If he is laid off for two (2) years or a period equal to his seniority, if less than two (2) years.

**Section 2. Leaves.** Return from personnel leave and leaves of absence will be treated the same as paragraph 4.

## ARTICLE 11

### SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification.

## ARTICLE 12

### LAYOFF

**Section 1. Definition.** The work "layoff" will mean a reduction in the work force. However, layoff shall not be used in lieu of discipline and shall not be used in a discriminatory manner.

**Section 2. Procedure.** If it becomes necessary for a layoff, the following procedure will be mandatory: probationary employees will be laid off first. Seniority employees will be laid off according to reverse order of seniority as defined in Article 9. In appropriate circumstances, exceptions may be made.

**Section 3. Notice.** Employees to be laid off will have at least ten (10) calendar days' notice of layoff. The Local Unit Chairperson shall receive the list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

## ARTICLE 13

### RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first, as defined in the Seniority Article, provided the senior employee has the ability to perform the work with a minimum amount of training. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within ten (10) days from date of receiving notice of recall, he shall be considered a quit.

## ARTICLE 14

### LEAVES OF ABSENCE

#### **Section 1. Personal Leave.**

A. All full-time employees shall be allowed twelve (12) days per year with pay for any personal matters, including sick time.

B. Each day of personal leave shall accrue as of the last day of each month and may be accumulated to a maximum of thirty (30) days.

C. The Employee shall notify the Superintendent in the event of a need for Personal Leave at least three (3) days in advance except for critical or emergency illness and then at least 1 hour before scheduled duty time. The Superintendent may deny leave requests for other than critical or emergency illnesses based upon operational needs of the City. No request for personal leave time shall be unreasonably denied. Failure to so notify may result in denial for the claim against paid personal leave.

D. Each employee of the bargaining unit shall receive one-half (1/2) of their accumulated and unused personal or previous sick leave at the time of their retirement in good standing from the City, payable in a lump sum at a rate equal to the employee's regular time rate of pay at the time of retirement.

E. All sick leave earned under prior contract by a unit members shall remain in a bank for the employee and may be used to cover illnesses, injuries, and disabilities when the employee's personal leave is exhausted. Any unused sick leave time will be paid off upon retirement as specified in Section 1 (D) above.

F. Bargaining unit members may cash in up to forty (40) hours of sick leave from the bank at the end of each year. The employee shall request the reimbursement for sick time in writing prior to October 31, and shall be paid for the time in the first pay period after December 1st of each year.

#### **Section 2. Funeral Leave.**

A. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, not to exceed five (5) days. Additional time may be granted upon approval of the superintendent to be charged against either earned personal leave or vacation leave.



B. "Immediate family" includes only the following: spouse, child (natural or adopted), father, mother, sister, brother, father-in-law, and mother-in-law.

C. The Employer shall be notified immediately of a death in the family and the extent of the expected absence.

**Section 3. Military Leave.**

A. The Employer shall adhere to all mandatory State and Federal Laws dealing with military leaves of absence.

B. Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their Reserve active pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limits, except in the case of emergency which is not to exceed a period of four (4) weeks, including the two (2) week Summer camp.

**Section 4. Leave For Union Business.**

A. One member of the Union selected to attend a function of the International Union or the Council, such as conventions or educational conferences, may be allowed time off without pay to attend, not to exceed one (1) calendar week.

B. A request for Union business leave of absence shall be in writing, be submitted to the City Manager, and shall state the general purpose for which such leave is requested.

**Section 5. Disability Leave of Absence.** Leaves of absence, without pay, and for reasonable periods, not to exceed two (2) years may be granted by approval of the City Manager without loss of seniority for illness (mental or physical) provided that the employee supplies a certificate of fitness to return to work from a physician both before and at the termination of the leave period.

**Section 6. Family Illness.** Leaves of absence, without pay, and for reasonable periods, not to exceed two (2) years may be granted by approval of the City Manager without loss of seniority for prolonged illness in the employee's immediate family (within the employee's household), provided adequate medical documentation is provided before the leave is granted and at termination of the leave.

## ARTICLE 15

### HOLIDAYS

#### **Section 1. Designated Holiday.**

A. Paid holidays are designated as:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before or after Christmas (Employee's option with approval of supervisor)
- Christmas Day
- Employee's Birthday (Employee to notify supervisor five (5) working days in advance)
- Two (2) floating holiday (Employee to designate day - must be between May 1 and November 1 each year)

**Section 2. Qualification.** In order to qualify for such holiday pay, the employee must work the last scheduled work day before the holiday and the first scheduled day after the holiday, unless the employee is on sick leave or vacation or upon written approval of his supervisor to be absent.

**Section 3. Layoff, Leave of Absence.** Employees on layoff or on leave of absence are not eligible to receive holiday pay as provided in this Article, except as provided in section 2.

**Section 4. Vacation.** If such a holiday falls within an employee's scheduled vacation period and the employee would have been eligible for holiday pay for that holiday, but for the vacation, the employee may take an additional day off with pay at the end of this vacation period or if he so elects, the employee may receive an additional day off with pay, the time off to be arranged with supervision.

**Section 5. Weekend Holidays.** Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered as a holiday.

## ARTICLE 16

### WORKING HOURS

**Section 1. Work Day.** The regular working day shall consist of eight (8) consecutive hours of work.

**Section 2. Work Week.** The regular full work week shall consist of forty (40) hours of five (5) consecutive work days.

**Section 3. Start Time.** The regular work day for all employees represented by this contract shall be 7:00 a.m. to 3:30 p.m. during the periods of year when Day Light Savings Time is in effect and 8:00 a.m. to 4:30 p.m. during the period of the year when Day Light Savings Time is not in effect. The start time for the DPW employees, and the Waste Water Treatment Plant employees, may be deviated for operational needs, but at no time shall normal work day starting time be before 6:00 a.m. or later than 8:00 a.m. For any employees starting time preference will be based on seniority. Exceptions may be made for periodic assignments.

**Section 4. Public Works Work Week.** Monday through Friday shall be considered the regular work week for regular public works employees.

**Section 5. Treatment Plant Work Week.** Employees assigned to the Wastewater Treatment Plant will not be subject to regulation in Sections 2 and 4 above, because of the necessity of a seven (7) day per week operation, but an equitable and fair schedule of working days and days off will be assigned, subject to the approval of the City Manager.

**Section 6. Lunch.** Employees will have thirty (30) minutes for lunch without pay.

**Section 7. Rest Break.** Employees may take a fifteen (15) minute rest period in the a.m. and also a fifteen (15) minute rest period in the p.m. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess preceded and followed by an extended work period.

**Section 8. Overtime Scheduling.** Nothing in this Agreement shall guarantee any number of hours of work, nor shall there be any limitation of the Employer's right to schedule or request reasonable amounts of overtime.

**Section 9. Overtime Equalization.** Overtime hours shall be divided as equally as possible among employees in the same classification in their department.

**Section 10. Call Back.** Employees called back for overtime duties shall be guaranteed at least two (2) hours' pay at the rate of time and one-half. This section does not apply to employees who are requested to continue work after the end of their normal work day.

**Section 11. No Pyramiding.** Overtime premiums shall not be pyramided, compounded, or paid twice, for any hour of work.

**Section 12. Compensatory Time.** Compensatory time off in lieu of overtime will be computed on a one-and one-half (1 1/2) time basis when compensatory time is taken in any pay period other than the one in which it was earned.

**Section 13. Stand-By Call.** The Employer will establish a weekend stand-by call list. Employees who wish to be rotated on the stand-by call list shall notify the Employer one (1) work week in advance of being placed on the list. An employee not previously on the list shall be placed at the bottom of the list.

Employees on weekend stand-by call shall be available twenty-four (24) hours per day beginning Friday, 4:30 p.m. to 7:30 a.m. the following Monday. Employees on weekend stand-by call shall receive one (1) hour pay at employees rate per day of stand-by.

If an employee on stand-by call is required to go to the scene of a trouble call, the employee will be paid for two (2) hours in addition to the stand-by pay.

## ARTICLE 17

### OVERTIME RATE

Time and one-half will be paid as follows:

- A. For all hours worked over eight (8) in one day.
- B. For hours worked in excess of eighty (80) hours in a two (2) week pay period.
- C. To provide that an employee who works on a holiday shall receive time and one-half pay for all hours worked in addition to the holiday pay.

## ARTICLE 18

### TRANSFERS

**Section 1. Supervisory Transfers.** Any employee transferred to a supervisory position shall be permitted to accrue rights under the terms of this Agreement for a period of six (6) months. After six (6) months from the effective date of transfer the employee may re-enter the bargaining unit only in the event of a vacancy or creation of a new job classification, and then only with the rights of a newly-hired employee for the purposes of seniority and transfer.

**Section 2. New Positions.** In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of ability and seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly-created position.

## ARTICLE 19

### PROMOTIONS

**Section 1. Promotions.** Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies and newly-created positions will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar days' posting period. The employee who is promoted shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

**Section 2. Trial Period.** During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the Employer with a copy to the employee.

**Section 3. Trial Pay.** During the trial period, employees will receive the rate of the job they are performing.

## ARTICLE 20

### VACATIONS

**Section 1. Schedule.** An employee is eligible for the following vacation pay:

1. One (1) week after one (1) year of seniority.
2. Two (2) weeks after two (2) years of seniority.
3. Three (3) weeks after five (5) years of seniority.
4. Four (4) weeks after ten (10) years of seniority.

**Section 2. Absences.** Vacation pay can be earned only on continuous full-time employment. Absences in excess of thirty (30) days, and for each thirty (30) days other than vacation, sick, or earned personal leave shall reduce the number of vacation days by 1/12 for each thirty (30) day absence.

**Section 3. Part Time.** Any employee who regularly works at least twenty (20) hours per week will be entitled to vacation benefits in proportion to the time actually employed.

**Section 4. Discharge.** Any employee whose employment is terminated or any employee who is discharged for cause waives his right to any accumulated vacation time.

**Section 5. Carry Over.** With the approval of the City Manager, employees may be allowed to carry over not more than one (1) week vacation to the next annual vacation schedule.

**Section 6. No Waiver.** A vacation may not be waived by an employee and extra pay received for work during that period.

**Section 7. Rate.** Vacation pay shall be computed on the basis of the employee's rate of pay at the time the vacation is taken. An employee will be given his vacation pay immediately preceding his vacation, if so requested two (2) weeks in advance of said vacation.

**Section 8. Termination.** Upon termination of employment, an employee who has at least one (1) year of full-time service shall be paid for accumulated vacation days only when he has given two (2) weeks' notice in writing of his intention to leave the employ of the City.

**Section 9. Use.** It is understood that the City must be adequately staffed at all times. As far as possible, vacations will be granted at the times most desired by the employees, but the final right to allot vacations periods is reserved exclusively to the Employer in order to insure the orderly

operation of the City. However, to the extent that it can be achieved without adversely affecting City services, the Employer will attempt to permit employees to take their vacations at the time requested to the extent that it is practical and consistent with provisions of this section. The Employer agrees to schedule each employee, if requested by the employee, at least five (5) days vacation between the months of November through April and provided that not more than one employee is scheduled for the same time. Vacations may not be used in increments of less than one (1) day, and in all cases vacation time must be approved in advance by the Employer. Vacations will not be unreasonably denied.

## ARTICLE 21

### MEDICAL DISPUTE

In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the City from layoff or leave of absence of any kind, and the Employer is not satisfied with the determination of the treating physician, the Employer may submit a report from a medical doctor of his own choosing and at his own expense. The employee, on request of the Employer, must submit to examination by the medical doctor of the Employer's choosing. If the dispute still exists, at the request of the Union, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report, following examination of the employee, to the employee and the Employer, and the decision of such third doctor will be binding upon both parties. The expense of the examination and report shall be borne equally by the employee and the Employer.

## ARTICLE 22

### INSURANCE

#### **Section 1. Health Insurance.**

A. The Employer agrees to provide hospitalization medical coverage for the employee and his family, the plan to be BCBSM-PPO (Michigan Municipal League Plan S or substantially comparable coverage through another provider) Comprehensive Hospital Care Certificate, D45NM, PTB, PSG, FAE-RC, PLUS-15, RPS, VST, ASFP, BMT, CNM, COB-3, FC, GLE-1, HCB-1, ICMP, RAPS, RAPS-2, RM, SAT-2, SOT-PE, TRUST-15, XTMJ, Master Medical Certificate Option I, MMC-PDC, MMC-POV, MMC-XTMJ, CNP, TSA, SUBRO2, NC, RDC, ML, \$5.00 co-pay PPO Prescription Drug Card, A-80 Vision.

**B. Retiree Insurance.**

1. Regular full-time employees who retire under the auspices of the Municipal Employees Retirement System (MERS) and are immediately eligible for retirement benefits, will be allowed to be covered under the group health insurance policy offered City employees, provided they pay one hundred percent (100%) of the City's premium costs.
2. Upon a retiree becoming eligible for Medicare coverage, said retiree shall apply for and be covered under Medicare. The City will make available to the retiree a Blue Cross/Blue Shield supplement policy to Medicare. The retiree shall bear the full cost of said Blue Cross/Blue Shield supplement policy.

**Section 2. Life, Accident and Sickness Insurance.** The Employer agrees to pay the full premium of term life insurance, accident and sickness income on full-time employees in the amounts of fifteen-thousand dollars (\$15,000.00) in term life insurance and two-hundred dollars (\$200.00) per week accident and sickness income. The Employer shall determine who shall be the carrier of such insurance coverage. The Employer shall provide sickness and accident insurance for each full-time employee providing a minimum benefit of seventy percent (70%) of their weekly wages to a maximum of Two Hundred Dollars (\$200.00) per week for 26 weeks; and \$1,250 per month from 26 weeks to 24 months after injury.

**Section 3. Dental Insurance.**

A. The Employer agrees to provide Blue Cross/Blue Shield dental insurance coverage for the employee and his family. The plan will provide the following coverage:

Class I - (preventative) - 50% co-pay, \$800 maximum per person per year

Class II - (restorative) - 50% co-pay, \$800 maximum per person per year

Class III - (prosthodontics) - 50% co-pay, \$800 maximum per person per year

B. Effective July 1, 1997, the Employer agrees to provide the Michigan Municipal League Plan B, being Blue Cross/Blue Shield dental coverage for the employee and his family with the following coverage:

Class I - (preventative) - 0% co-pay, \$1,000 maximum per person per year



Class II - (restorative) - 25% co-pay, \$1,000 maximum per person per year

Class III - (prosthodontics) - 50% co-pay, \$1,000 maximum per person per year

## ARTICLE 23

### WORKER'S COMPENSATION

**Section 1. First Five Days.** A regular full-time employee with six (6) months of continuous service who suffers on-the-job injury compensable under the Worker's Compensation Act shall continue to receive his regular rate for time lost during the first five (5) days not covered by the Worker's Compensation Act, provided he follows the instructions of the Employer's physician, and provided he returns to work not later than the time recommended by the Employer's physician. In event of a dispute, as to the first five (5) days, the Medical Dispute clause of this Agreement as set down in Article 21 shall apply as regards to settlement of such dispute.

**Section 2. Pay Difference.** Following the first five (5) days, such seniority employee shall be paid the difference between his regular wages and payment received under provision of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

**Section 3. No Accumulations.** No accumulations shall accumulate after an employee is on Worker's Compensation over thirty (30) days.

## ARTICLE 24

### SUPERVISORS

Superintendents and Supervisors may perform work done by any other employee covered by this Agreement, providing that no existing employee is displaced and does not lose any pay. Notwithstanding the above, Supervisors may also work in the case of an emergency and in the case of the Wastewater Treatment Plant Superintendent.

## ARTICLE 25

### GRIEVANCE PROCEDURE

**Section 1. Procedure.** Any employee having a grievance in connection with his employment shall present it as follows:

#### **Step 1.**

- A. If an employee feels he has a grievance, he shall discuss the grievance with his steward.
- B. The steward and/or the employee may discuss the grievance with the department head within five (5) working days of when the employee knew or reasonably should have known of the event being grieved.
- C. If the matter is thereby not disposed of within ten (10) working days of when the employee knew or reasonably should have known of the event being grieved, it will be submitted in written form by the steward to the Department Head.
- D. The Department Head shall answer in writing the grievance within ten (10) working days.

#### **Step 2.**

If the grievance has not been settled, it shall be presented, in writing, by the Chapter Chairperson to the City Manager within Ten (10) days after the Department Head's response is due. The City Manager shall respond to the steward in writing within Ten (10) working days.

#### **Step 3.**

- A. **Arbitration Request.** If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer in writing of its intent to submit the grievance to arbitration within seven (7) days after receipt of the Employer's answer to Step 2.
- B. **Mediation.** At the request of either party, any grievance which is not resolved at Step 2 may be subject to mediation by the Michigan Employment Relations Commission. However, the time limits under the grievance procedure shall not be extended without mutual consent while such mediation is pending.

C. Selection of Arbitrator.

- (1) When a request for arbitration is filed by the Union, the Union shall request from the Michigan Employment Relations Commission (MERC) a list of five (5) qualified arbitrators. A copy of this request shall be given simultaneously to the City Manager.
- (2) Upon receipt of this list of arbitrators, a representative of the Union and the Employer shall meet and shall alternately strike names from this list, with the right of first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the one (1) remaining shall be the arbitrator. It shall be the responsibility of the Union to notify MERC of the selection.

D. Arbitration Powers.

- (1) The arbitrator shall not have the power to amend, add to, alter, ignore, change or modify the provisions of the Agreement or the written rules and regulations of the Public Services Department or of the Employer, which are not in conflict with this Agreement. The arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented. The arbitration proceedings shall be conducted in accordance with the Rules and Regulations of the American Arbitration Association. No decision of the arbitrator shall contain a retroactive liability beyond the date of the occurrence of the event that gave rise to the grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he/she considers appropriate to the circumstances.
- (2) The arbitrator shall render his decision in writing, as soon after the hearing as possible, and the fees and expenses shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the union, the employee(s) involved, the Employer and its officials, including the Public Service Director, the City Manager, and their designated representatives.

- E. Consolidation of Grievances. The parties may by mutual consent in writing agree that grievances be consolidated for settlement and/or arbitration. If any grievance is consolidated the decision shall apply to all employees involved.

**Section 2. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the

complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**Section 3. Time Limits.**

1. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's last demand.
2. Any grievance not appealed by the Union or employee within the time limit shall be deemed settled on the basis of management's last answer.
3. For the purpose of this Article, the date received shall mean the date the grievance is received, signed and dated.

**ARTICLE 26**

**UNION BULLETIN BOARDS**

The Employer will provide bulletin boards in each building, up to a limit of two (2), 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 elections.
4. Notices of meetings.

**ARTICLE 27**

**RATES FOR NEW JOBS**

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the unit prior to establishing a classification and rate structure.

**ARTICLE 28****JURY DUTY**

Employees serving on jury duty shall receive their regular compensation during jury service, but shall assign all jury pay received to the City. Employees called for jury duty and released from service within four (4) hours of their starting work time must return to work or shall be charged for 1/2 personal day off.

**ARTICLE 29****SAFETY COMMITTEE**

A safety committee of employees and the Employer representatives is hereby established. This committee will include the steward and the Unit Chairperson, and shall meet regularly, but not more than once a month, during regular daytime working hours, for the purpose of making recommendations to the Employer.

**ARTICLE 30****SAVING CLAUSE**

Any selection of this Agreement which is ruled inconsistent with present or future state or federal laws or statutes shall become null and void without affect on the remaining sections.

**ARTICLE 31****WAIVER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Williamston, Michigan, and Local #1390, Williamston City Employee's Chapter, American Federation of State, County and Municipal Employees, AFL-CIO, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not

have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 32**

### **RESIDENCY**

A. All new employees shall establish and maintain residency within twenty (20) miles of the City of Williamston within one (1) year of their date of hire. All current employees currently residing within the required twenty (20) miles requirement shall remain there.

B. The City Council may waive this provision of the Contract if, because of extenuating circumstances, it would cause an employee undue financial or personal hardship.

## **ARTICLE 33**

### **APPENDIXES**

The Appendixes following are incorporated and made a part of this Agreement:

- Appendix A - Wage and Salary Schedule
- Appendix B - Uniform Allowance
- Appendix C - Longevity
- Appendix D - Retirement

## **ARTICLE 34**

### **TERM OF THIS AGREEMENT**

This Agreement shall become effective July 1, 1996, and continue in full force and effect until June 30, 1999, at midnight, and for successive annual periods and thereafter, except as follows:

At least sixty (60) days prior to the end of its original term, or any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement.

CITY OF WILLIAMSTON/AFSCME  
Effective July 1, 1996 through June 30, 1999  
SIGNATURE COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 13 day of January, 1997.

CITY OF WILLIAMSTON

CITY OF WILLIAMSTON  
WILLIAMSTON CITY EMPLOYEES'  
CHAPTER OF LOCAL #1390  
AFFILIATED WITH MICHIGAN  
COUNCIL #25, AFSCME, AFL-CIO

Dale R. Aronius City Manager

Joel L. [Signature] AFSCME Council #25

[Signature] Chapter Organizer

\_\_\_\_\_  
\_\_\_\_\_

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## APPENDIX A

### WAGE AND SALARY SCHEDULE

**Section 1.** Effective upon the first pay period after the ratification of this agreement by both parties the Employer shall provide a one-time lump sum signing bonus of \$250.00 in lieu of retroactive pay for the period of July 1, 1996 through the signing of this agreement for all bargaining unit employees on the active payroll as of such signing. For any employees that worked for the City after July 1, 1996, but retire or die prior to the contract signing date, the City shall pay the employee or his/her heirs a pro-rated signing bonus based on the number of weeks worked between July 1, 1996 and the signing of this agreement.

**Section 2.** Effective upon the first pay period after the ratification of this agreement by both parties, wages shall be as follows:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$10.20/hr	\$11.00/hr	\$12.20/hr	\$13.30/hr	\$14.75/hr

In addition to this schedule an employee acting as supervisor in the absence of the Director of Public Service will be paid \$0.55 per hour.

**Section 3.** Effective July 1, 1997, the wages shall be as follows:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$10.20/hr	\$11.15/hr	\$12.45/hr	\$13.60/hr	\$15.12/hr

In addition to this schedule an employee acting as supervisor in the absence of the Director of Public Service will be paid \$0.55 per hour.

**Section 4.** Effective July 1, 1998, the wages shall be as follows:

<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$10.20/hr	\$11.25/hr	\$12.75/hr	\$14.00/hr	\$15.55/hr

In addition to this schedule an employee acting as supervisor in the absence of the Director of Public Services will be paid \$0.55 per hour.



## **APPENDIX B**

### **UNIFORM ALLOWANCE**

The City agrees to maintain a uniform allowance consisting of:

1. 4 shirts/4 jeans, spring and fall
2. Carhart overalls replaced as needed (all new issues require Carharts to be traded in).
3. Safety toe boot allowance of \$100/year.

## APPENDIX C

### LONGEVITY

After completion of the fifth (5th) year of full-time employment, the employee will be paid longevity pay on or about November 15th of the calendar year during which the fifth (5th) year of employment is completed and annually thereafter according to the following schedule:

5 - 12 years completed	-	\$400 per year
13 - 20 years completed	-	500 per year
21 years and over	-	600 per year

**APPENDIX D**

**RETIREMENT**

The Employer agrees to continue the Pension Plan in effect on the date of this Agreement.

The Employer agrees to obtain FAC-3 effective June 30, 1996.

February 11, 1997

To all ranking employees, working for the City of Williamston, and are members of Chapter of Local #1390, are being ask to sign and agree not to bring grievance procedures against the City of Williamston, for hourly wage increase, concerning Richard Parmale, at the hourly wage of 13.34 per hour. And J.K. Richardson at the hourly wage of 13.86 per hour.

Gary Haney *Gary Haney*  
John ~~B~~row *John Brown*  
Brian Smith *Brian Smith*  
Brian Youngs *Leonard B. Youngs*

Date Feb 11, 1997

Date Feb 11, 1997

Date Feb. 11- 1997

Date Feb 11, 1997