

4405

6/30/99

AGREEMENT

BETWEEN

LOCAL UNION NO. 1021
AFFILIATE WITH MICHIGAN A.F.S.C.M.E. COUNCIL 25., AND
A.F.S.C.M.E. INTERNATIONAL, AFL-CIO

AND

CITY OF BERKLEY

1995-1999

Berkley City

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AGREEMENT

This AGREEMENT, entered into on January 15, 1996 by and between the City of Berkley, a Michigan Municipal Corporation, hereinafter referred to as the "City" and Local Union No. 1021 affiliated with Michigan A.F.S.C.M.E. Council 25 and A.F.S.C.M.E. International, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I
PURPOSE AND INTENT**

101 PURPOSE AND INTENT

101.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the D.P.W. employees and the Union.

101.2 The parties mutually recognize that the responsibilities of both the employees and the City to the Public requires that any disputes arising between the Union, the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

101.3 The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of it's members.

101.4 To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

101.5 NOW, THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

102 GENDER REFERENCES

102.1 Wherever in this agreement a person is referenced in the masculine gender, the feminine gender is understood to be referenced as well as if set forth in full.

**ARTICLE II
RECOGNITION**

201 BARGAINING UNIT DESCRIBED

201.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City 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 City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.

201.20 The bargaining unit shall include all of the D.P.W. hourly rated employees, excluding management, supervisors, clerical, public safety, salaried, professional and technical, administrative, trainees, temporary, seasonal, and part-time employees. Seasonal employees are defined as persons hired for a limited period of time, not to exceed twelve (12) consecutive months. If a seasonal employee remains beyond twelve (12) consecutive months, he will be deemed a regular probationary employee thereafter.

201.21 Upon ratification of this agreement, the inclusion of the position of Recreation Foreman in the description of the bargaining unit is specifically terminated.

202 MANAGEMENT RIGHTS

202.1 The Union recognizes the City as the sole authority to manage and operate the D.P.W. Department and to control it's properties and the maintenance of order and efficiency. Other rights and responsibilities hereby recognized, but in no way limited to are:

202.2 The right to decide the number of employees; to schedule and assign employees; to determine the amount of supervision necessary; machinery, tools, buildings and equipment; methods of work schedule; together with personnel selection, discharge or suspension, for just cause and layoffs for lack of work or other legitimate reasons; the right to purchase service of others, contract or otherwise, and especially reserve the right to establish and maintain rules and regulations governing the operation of the Department and the conduct of the employees therein, provided they are not in conflict with this Agreement; to set starting and quitting time and hours and days worked; and to determine and administer all other matters subject only to the express provisions of this Agreement as may be hereinafter set forth.

**ARTICLE III
JOINT RESPONSIBILITIES**

301 JOINT RESPONSIBILITIES

301.1 The City and the Union do hereby affirm that they do jointly agree to adhere to all requirements of Act 379 of 1965. It is further agreed that the City emphasizes that a portion of the Act that covers bargaining in good faith and they do agree to so bargain. It is further agreed that the Union emphasizes it's portion of the Act that covers no strike provisions and they do so agree.

301.2 It is jointly agreed that the purpose of this section is to clarify the position of the two (2) parties so that they will bargain in good faith and not strike, walk out, or slow down in the performance of their assigned duties. In the event of a work stoppage or other concerted curtailment, the Union shall immediately be notified in writing that such activity is in violation of this contract and unless such stoppage or curtailment ceases immediately, the City has the right to discipline, up to and including discharge, those employees instigating, participating in or leading such prohibited activities.

ARTICLE IV
CHECK OFF OF MEMBERSHIP DUES,
EMPLOYEE AUTHORIZATION, REVOCATION

401 CHECK-OFF OF DUES AND FEES

401.1 The employer agrees to deduct the union membership dues, and collective bargaining service fees once each month, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer by the 15th of the (current succeeding) month, after such deductions are made.

401.20 AUTHORIZATION FOR PAYROLL DEDUCTION

By:

Last Name First Name Middle Name

To:

Employer Department Date

401.21 I hereby request and authorize you to deduct from my earnings each month, an amount established by the Union, as monthly dues or collective bargaining service fee. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

401.3 The City will deduct current membership dues, except initiation fees and assessments which are not a uniform requirement of all employees. The city will deduct from the pay of the employees in any month, only the Union membership dues or fees becoming due and payable in such month. If the employee has no pay coming for such period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

402 AGENCY SHOP

402.1 The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

402.2 It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee as determined by the Union for costs of negotiating and administering this and succeeding Agreements.

402.30 Any employee who has failed to either maintain membership or pay the requisite fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

402.31 The Union has notified him by Certified Letter addressed to his address last known to the Union spelling out that he is delinquent in pay-

ment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,

402.32 The Union has furnished the City with written proof that the foregoing has been followed.

402.33 The Union will provide to the City, in affidavit form signed by the Union treasurer, a certification that the amount of delinquency does not exceed the collective-bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

402.4 Upon the demand of the City, the Union agrees that it will defend the City in any legal proceeding brought by a person contesting the administration of this section or the amount of the collective bargaining service fee and to indemnify the City upon its payment of any judgement of damages, costs, or any other court mandated expense.

**ARTICLE V
GRIEVANCE PROCEDURE**

501 GRIEVANCE DEFINED

501.1 A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement filed with management by either an authorized representative of, or an employee in, the bargaining unit.

501.2 Grievances shall be limited to matters of interpretation or application of express provisions of this Agreement.

502.0 INFORMAL DISPOSITION OF GRIEVANCE

502.1 An employee having a complaint or dispute may take up the matter with the Director of Public Works to be resolved on an informal basis.

503 WRITTEN GRIEVANCE

503.1 A grievance which is not settled by means of the informal process described in Section 502.0 shall be set down in writing prior to further consideration by the City. The written grievance shall contain the following information.

503.21 The name(s) and employee number(s) of the aggrieved employee;

503.22 The date(s) of the events with which the grievance is concerned;

503.23 The citation of the specific provision(s) of this agreement allegedly misinterpreted by the City;

503.24 A description of the events which brought about the grievance;

503.25 The corrective action requested to be taken by the city.

504.0 UNION GRIEVANCE REVIEW

504.1 Prior to submission of a written grievance to the City, it shall be reviewed by the officers of the Union or a committee of the Union established for that purpose.

505.0 SUBMISSION OF WRITTEN GRIEVANCE

505.1 A written grievance must be filed within five (5) working days, of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, otherwise no grievance shall be deemed to exist.

505.2 The procedure for informal disposition of grievances as described in Section 502.0 shall not, when used, delay or otherwise postpone the time for submission of the written grievance unless such is agreed to in writing by the City.

506.0 DISPOSITION OF WRITTEN GRIEVANCES

506.10 **Step 1:** The written grievance shall first be submitted to the Director of Public Works who shall respond in writing within five (5) working days;

506.20 **Step 2:** If the response of the Director does not satisfactorily resolve the grievance, it may be submitted to the City Manager within five (5) working days following receipt of the response from the Director of Public Works. Unless a meeting is held with the Union as provided in Section 507.0 of this Article, the City Manager shall respond to the grievance in writing within five (5) working days.

506.30 **Step 3:** If the response of the City Manager does not satisfactorily resolve the grievance, it may be submitted to the City Council within five (5) working days of receipt of the Manager's response. The City Council shall respond to the grievance in writing through the City Manager within twenty-five (25) working days.

507 MEETING TO RESOLVE GRIEVANCE

507.1 The Union may request, and the City shall not unreasonably refuse, a meeting with representatives of the City for the purpose of resolving the written grievance prior to the response of the City Manager. Such meeting may be attended by the employee(s) submitting the grievance, not more than two (2) officers of the union, and a staff representative of the union. City employees while attending such meetings shall be paid their regular straight time rate of pay. The City Manager shall respond to the grievance within five (5) working days of the meeting.

508 APPLICATION OF TIME LIMITS

508.1 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits, shall be automatically closed upon the basis of the last disposition.

508.2 The City and the Union may mutually agree to extend any time limit specified in this Article.

509 GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE

509.1 When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his personnel record, the union will be promptly notified in writing of the action taken.

509.2 An employee, accompanied by the Union President or the ranking Union officer at work that day, who is to be given a disciplinary discharge or lay-off, shall be accorded a prompt meeting with one or more representatives of the City. Unless there are exceptional circumstances, the meeting shall be held on the day that the disciplinary action is communicated, or the next following regular work day, as scheduled by the City. A meeting need not be held when supervisory personnel believe that they or other persons or property may be in danger, or when disciplinary action is related to an allegation that the employee has committed a felony or misdemeanor.

509.3 Disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the disciplinary notice to the Union.

509.4 Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

509.5 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or worker's compensation that he or she may receive.

509.6 An employee who is reinstated after discharge and/or disciplinary lay-off shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

510 DISPOSITION OF GRIEVANCES FINAL AND BINDING

510.1 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

510.2 The grievance procedure may not be used for purposes of modifying the terms and conditions of this agreement which are the proper subjects of collective bargaining.

510.3 The City shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his grievance within five (5) working days after receipt of such pay.

511 ARBITRATION OF GRIEVANCES

511.10 If the response of the City Council does not satisfactorily resolve a grievance final and binding arbitration of the grievance may be initiated within ten (10) working days of receipt of Council's response.

511.20 Initiation of arbitration shall be in the form of written notice from the union to the City Manager of the determination of the Union to have the grievance settled by means of arbitration. Within sixty (60) calendar days of the date that the Union gives notice to the City of its determination to settle the grievance by arbitration, the Union shall forward to the American Arbitration Association a request for the appointment of an arbitrator as provided by the rules of that agency.

511.30 It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a written decision regarding the grievance based upon the facts and arguments presented.

511.31 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

511.32 He shall have no power to establish wage rates or change any wage.

511.33 He shall have no power to change any practice, policy, or rule of the City nor to substitute his judgement for that of the City as to the reasonableness of any such practice, policy, rule, or any action taken by the city. His powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; and he shall not imply obligations and conditions binding upon the City from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

511.34 He shall have no power to decide any question which, under this agreement, is within the responsibility of management of decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

511.35 If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

511.40 There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the union, its members, the employee or employees involved, and the City.

511.50 The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

511.60 No decision in any one case shall require a retroactive wage adjustment in any other case.

512 COMBINATION OF GRIEVANCES

512.1 Where several like grievances have been submitted, the Union and the City may mutually agree in writing to the consolidation of the individual grievances into one grievance.

**ARTICLE VI
SENIORITY**

601 EFFECTIVE DATE OF SENIORITY

601.1 Seniority shall be from the date of hire and shall take effect at the end of the probationary period. If two or more employees have been hired on the same date, seniority shall be determined by the alphabetical order of the employees' last name at time of hire with the letter "A" given greatest seniority over other letters. No employee shall lose seniority if his name appears on the payroll.

602 LOSS OF SENIORITY

602.1 If an employee voluntarily resigns or is discharged for a just cause, he shall lose seniority.

602.2 If an employee has been laid-off for a period of time in excess of his seniority as of the effective date of the lay-off, or for five (5) consecutive years, whichever is less, he shall lose seniority.

603 REDUCTION IN FORCE

603.10 In reduction in staff, employees shall be laid off beginning with the junior employee. Rehiring shall begin with the senior employee laid off. Probationary employees and seasonal employees shall be laid off prior to any seniority employee.

603.11 In order to qualify for recall to work by seniority, it shall be the responsibility of the laid off employee and the Union to keep the City informed of his current mailing address.

603.2 An employee called back to work must report within seven (7) working days or lose his seniority unless for just cause he is unable to comply with this provision.

604 SENIORITY WHILE IN MILITARY SERVICE

604.1 Employees in military service or drafted into other U.S. government employment shall accumulate seniority while in the service. Job protection shall be governed by the Federal and State Laws as to re-employment.

605 SENIORITY LIST PROVIDED BY THE CITY

605.1 The City shall provide the Union with a complete seniority list classification and wage scale for all members by the first day of November in each calendar year.

606 PROMOTION OUT OF BARGAINING UNIT

606.1 Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City shall retain his City seniority in the event he is returned by the City to the unit, then he

would start as laborer until a position is open for bid for which he has more seniority.

**ARTICLE VII
PROMOTIONS**

701 SENIORITY AS A FACTOR IN PROMOTIONS

701.1 In the promotion of employees covered by this Agreement to classifications within the Bargaining Unit, seniority will govern whenever qualifications and abilities of the employees are considered equal. Any employee who feels aggrieved will be granted a prompt review by management, and if then not satisfactorily closed, may process his claim through the grievance procedure.

702 POSTING PROCEDURE

702.1 The City agrees to post vacancies in existing job classifications and new job classifications within the Department for a period of five (5) working days. If, in the opinion of the City Manager, a vacancy is deemed to exist, proper notice shall be posted as soon as is possible. If the vacancy or new job classification is not filled within thirty (30) days, the City agrees to repost notice as indicated above. Then, if no response, the position may be filled directly from the outside.

702.2 All bidding employees shall be considered in accordance with Section 701.1 of this Article.

702.3 Employees may be required to remain in their old jobs until properly replaced.

702.4 Employees shall not use the posting procedure to secure a shift preference.

703 TRIAL PERIOD IN HIGHER POSITION

703.1 Employees awarded a job bid shall have a minimum of thirty (30) days to qualify for such jobs. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be given written notice thereof and be returned to their former jobs and shifts without loss of seniority.

704 HIRING FROM OUTSIDE UNIT TO FILL PROMOTIONAL POSITIONS

704.1 This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available from within the City Departments.

705 TEMPORARY VACANCIES IN PROMOTIONAL POSITIONS

705.1 In the event there is a temporary job or job opening due to illness, lack of manpower, leaves or emergencies, the City may fill such job by transferring another employee or employees to such temporary vacancies not to exceed six (6) consecutive months, unless a longer time is agreed to. Seniority of employees affected will not be changed.

705.2 Temporary appointments made under the terms of this section will be given to the senior qualified employee.

706 ESTABLISHMENT OF NEW POSITIONS

706.1 If a new position should be created due to the introduction of new equipment, a temporary rate may be established by the City for a period not to exceed three (3) months. During this period the City and the Union shall bargain in the rate of the new classification.

706.2 If no agreement has been reached at the end of the three (3) months, the matter shall be processed through the grievance procedure.

707 PAY FOR WORK IN HIGHER CLASSIFICATIONS

707.1 Any employee when working a temporary assignment in a higher classification will be paid according to the regular rate in that classification.

**ARTICLE VIII
OVERTIME, PREMIUM PAY**

801 WORK-WEEK, WORK-DAY DESCRIBED

801.1 The regular work shift schedule shall consist of five (5), eight (8) hour days, Monday through Friday, or forty (40) hours a week with a maximum of eight (8) hours in any one (1) day. All other hours worked shall be paid for as overtime. A shift period shall be deemed regular if an employee works the same hours for a period of two (2) weeks.

801.2 If an employee's name appears on the payroll of any given day and through no fault of his own is unable to work eight (8) hours that day, it shall be considered a day worked for overtime purposes.

802 PREMIUM RATE TO BE PAID

802.1 All overtime shall be paid for at the rate of time and one-half (1 1/2), except Sundays and Holidays.

802.2 Compensation for Sunday work shall be twice the employee's regular rate of pay.

802.3 Compensation for Holiday work shall be two (2) times the regular rate of pay plus compensatory time by mutual agreement of the employee and management.

802.40 At the option of the employee, an employee may accumulate up to two hundred forty (240) hours of compensatory time for overtime work which shall be credited in hours in place of pay using the same rate multiplier provided in Sections 802.1, 802.2 or 802.3.

802.41 Accumulated compensatory time may not be bought back at any time.

802.42 Compensatory time earned pursuant to Section 802.40 may be taken off upon approval of the Director subject to the provisions found in Section 901 of this agreement regarding the scheduling of personal business days.

802.43 Compensatory time off shall be taken in units of not less than one hour.

802.44 Whenever less than a full workday of compensatory time off is taken, the time off shall begin at either the start of the workday or the lunch break or shall end at either the lunch break or the end of the workday.

803 PREMIUM FOR REGULARLY SCHEDULED EVENING WORK

803.1 A premium of fifteen cents (\$0.15) per hour shall be paid for all hours regularly scheduled between the hours of 7:00 p.m. and 7:00 a.m.

804 MINIMUM HOURS GUARANTEE FOR CALL-BACK

804.1 Employees called to work on emergency time shall receive a minimum of three (3) hours pay at time and one-half their regular rate for the call back period, or for the elapsed time until normal working hours commence, whichever is less.

**ARTICLE IX
PAID HOLIDAYS**

901 HOLIDAYS, PERSONAL DAYS DESCRIBED

901.10 The following days shall be declared legal Holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New year's Eve Day

901.11 The regularly scheduled work day prior to Christmas Eve and New Year's Eve shall be a full regular work day.

901.20 Three (3) additional days for personal business shall be authorized, provided no additional cost is incurred by the City for overtime payments. Except when the use of such a personal business day is necessitated by an emergency, the employee shall give reasonable notice, not less than 24 hours, to the City. The City shall have the right to schedule such personal business days to maintain operation.

901.21 If personal business days are not used in the year in which earned, they shall be added to the employee's annual leave in the following year.

902 HOLIDAYS FALLING ON SATURDAY, SUNDAY, DURING ANNUAL LEAVE

902.1 If the Holiday falls on Saturday, Friday may be recognized as the Holiday. If the Holiday falls on Sunday, Monday may be recognized as

the Holiday. The City shall post a notice fifteen (15) days prior to the Holiday indicating when it will be recognized, based upon incinerator operating schedules. If a Holiday occurs within an annual leave period, the employee shall be granted an extra day for same.

903 HOLIDAY PAY, QUALIFICATIONS

903.1 All employees shall be granted the designated days and paid at the rate of straight time.

903.2 An employee must work his regular work day before and after a Holiday to be eligible for pay for that Holiday, unless the absence is due to illness or has been excused by the Director.

**ARTICLE X
ANNUAL LEAVE**

1001 LENGTH OF SERVICE DETERMINES ANNUAL LEAVE EARNED

1001.1 All employees covered under this contract and having been employed for six (6) months prior to June 1, shall be entitled to forty (40) hours annual leave. All employees having been employed twelve (12) months prior to June 1, shall be entitled to eighty (80) hours annual leave.

1001.2 Employees with six (6) years service shall be entitled to one hundred and twenty (120) hours annual leave as of the anniversary date of completing their sixth (6th) full year. Employees with thirteen (13) years service shall be entitled to one hundred and sixty (160) hours annual leave as of the anniversary date of completing their thirteenth (13th) full year. Employees with twenty (20) years of service shall be entitled to two hundred (200) hours annual leave as of the anniversary date of completing their twentieth (20th) full year.

1002 START OF ANNUAL LEAVE/WINTER LEAVE

1002.1 Annual leave periods shall start June 1, and run consecutively until all are taken except that the third, fourth and fifth week of annual leave shall be required to be taken during the off season. The date of the summer leave may be waived upon approval by the Director, or the Superintendent and be scheduled with winter annual leave if not in conflict with previously scheduled winter leaves.

1003 BUY BACK OF CERTAIN UNUSED ANNUAL LEAVE

1003.1 All vacation time shall be paid for on straight time basis. The City will pay for annual vacations, in excess of eighty (80) hours, at straight time, provided thirty (30) day notice is given, and further provided that the employee was unable to use properly scheduled annual leave for reasons fully attributable to the city.

1003.20 Except as provided in Section 1003.21 of this Article, there shall be no accumulation of vacation time from one year to the next. During the first ten (10) work days of January each year, the City shall inform each employee of the amount of any available, unscheduled, annual leave. On or before the last regular work day in January, the employee shall sub-

mit a schedule for the use of the unscheduled annual leave. Any annual leave not so scheduled by the employee may be scheduled by the City. Schedules for the use of annual leave submitted under this section shall be considered and approved or disapproved by the City in the same manner as are all other requests for annual leave.

1003.21 A maximum of forty (40) annual leave hours may be carried over into the following year which may be used only after the end of leaf collection season and before the spring work load increase.

**ARTICLE XI
SICK LEAVE**

1101 ACCUMULATION OF SICK LEAVE HOURS

1101.1 Each employee shall be entitled to sick leave at the rate of eight (8) hours per month with unlimited accumulation.

1101.2 An employee must work, unless absence is due to paid sick leave or compensable injury or illness, at least fifteen (15) regular work days per month, to be eligible for his one (1) sick time day.

1102 SICK LEAVE DURING PROBATIONARY PERIOD

1102.1 Sick leave may not be taken until the completion of the probationary period. Upon completion of said period, the employee shall receive credit for sick leave at the established rate commencing with his date of employment.

1103 USE OF SICK LEAVE FOR ILLNESS IN IMMEDIATE FAMILY

1103.1 Sick leave may be used for absence due to illness or injury in the immediate family. Such absence shall not exceed three (3) days. The immediate family, for the purpose of interpreting this section 1103.1 only, shall consist of spouse, father, mother, brothers, sisters, grandparents, grandchildren, children and step children, and shall be used only for the purpose of visiting, assisting, or caring for the ill family member.

1103.20 Notwithstanding section 1103.1, the City and the Union recognize their respective rights and obligations pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations. Further, no portion of section 1103 shall prevent an employee from requesting leave under the provisions of the FMLA act.

1103.21 For purposes of interpretation, an employee's accrued compensatory time shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which an employee has accrued is exhausted.

1103.22 When paid leave is substituted for unpaid leave as provided under FMLA and section 1103.21 of this agreement, available accumulated time to the employee's credit shall be used and exhausted in the following

order; compensatory time, personal days, annual leave, and sick leave. When time off is for the employee's own serious health condition, available sick leave shall be used and exhausted first then followed by compensatory time, personal days, and annual leave.

1104 NOTIFICATION OF SUPERVISOR REQUIRED

1104.1 To be eligible for sick leave, the employee must notify his supervisor within two (2) hours of his regular starting time.

1105 PHYSICIAN'S CERTIFICATION

1105.1 A certificate from a physician or health department may be required as evidence of illness before compensation for the period of illness is allowed.

1106 ILLNESS DURING VACATION PERIOD

1106.1 Sick leave may be allowed in case of sickness occurring during a vacation period. Evidence of such incapacity from the first day must be provided to the satisfaction of the City.

1107 INJURY ON THE JOB

1107.1 An employee injured on the job and ordered home by a doctor shall receive credit for a regular day's work not chargeable to sick leave.

1108 SENIORITY RIGHTS DURING SICK LEAVE

1108.1 Any employee sick or injured shall continue on the payroll as long as he has a reserve of sick leave. Seniority rights shall continue for a period of one (1) year from the time the employee is removed from the payroll.

1109 SICK LEAVE DISALLOWED WHEN ABUSED

11.9.1 Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, wilfull misconduct or any compensable illness or injury incurred while self-employed for profit or employed by others than the City. Proper disciplinary action will be taken by the City in any case where it finds abuse or falsification.

1110 INJURED/ILL EMPLOYEES TO REMAIN AT HOME

1110.10 Every employee placed off-duty or injured, or who calls in absent for sickness or injury, shall for the first five (5) consecutive work days, or paid holidays, that the employee is absent remain at his place of residence during working hours unless.:

1110.11 The employee is hospitalized or travel is necessary for the purpose of obtaining medical treatment or medicine, or,

1110.12 The City and the Union agree in writing to waive the five (5) day requirement due to the nature of a specific injury or illness.

1110.2 Upon expiration of the five (5) day period provided in section 10.1, the employee shall continue to remain at home during working hours unless the employee provides documentation to the City from the treating physician describing what additional mobility by the employee would be permissible without significantly lengthening the employee's period of recuperation and return to work.

1111 REIMBURSEMENT OF SICK LEAVE, RETIREMENT, DEATH, OR LAYOFF

1111.1 Upon retirement or death or layoff, an employee or his official beneficiary shall be paid wages for all accumulated sick leave up to and including 40 days, (320 hours), at 40% of his wage rate, for all accumulated sick leave between 40 days (320 hours), and 80 days (640 hours), he shall be paid at 60% of his wage rate, for all accumulated sick leave between 80 days (640 hours), and 120 days, (960 hours), he shall be paid at 80% of his wage rate.

1111.2 An employee who terminates City employment with a vested deferred retirement benefit which may be exercised at a later date, shall not be eligible for payment at any time of wages for accumulated sick leave hours.

1111.3 An employee shall be paid wages annually on his first pay period after July 1, each year 100% of all accumulated sick leave held by that employee in excess of 960 hours.

1112 EMERGENCY LEAVE FOR DEATH IN THE FAMILY

1112.1 Three (3) days emergency leave may be granted for each death in the immediate family. The immediate family in this case include spouse, father, mother, brothers, sisters, grandparents, grandchildren, children, step children, and all in-laws.

1112.2 Emergency leave for death in the family shall be used for purposes clearly related to the circumstances for which the absence is granted.

1113 TRADING OF SICK LEAVE NOT PERMITTED

1113.1 No trading of sick leave shall be allowed for any reason.

**ARTICLE XII
WORKER'S COMPENSATION AND INJURY LEAVE**

1201 PAYMENT OF DIFFERENCE BETWEEN REGULAR WAGES AND INSURANCE BENEFITS

1201.1 An employee who is eligible for Worker's Compensation insurance benefits due to an injury or ill health incurred in the course of City employment will be paid such benefits by the City's insurance carrier. The City will pay an employee eligible for Worker's Compensation benefits the difference between his insurance benefit and his weekly wage while he receives Worker's Compensation benefits; provided, such dual payments shall not continue beyond 120 days, and shall not, at any time, exceed 100% of the employee's base weekly wage subject to IRS deductions.

1201.2 If, upon expiration of the 120 day period covered by 1201.1 above, the employee is unable to return to work, he may elect to use his accumulated sick leave, annual leave, holiday leave, and compensatory time off to supplement the difference between his regular weekly wage and his Worker's Compensation benefits.

1202 EMPLOYEE MUST REPORT INJURY TO SUPERVISOR

1202.1 To become eligible for injury leave with pay, an employee must report his injury to his Supervisor immediately and make himself available for treatment.

1203 CITY MAY INITIATE DISABILITY RETIREMENT

1203.1 The terms and provisions of this Article shall not be construed as preventing the City from initiating proceedings for the duty disability retirement of an employee at any time that the City determines that the employee may so qualify under the terms of the retirement plan.

1204 PAY FOR LIGHT DUTY ASSIGNMENTS

1204.1 Any employee permanently or partially incapacitated by injury or illness arising out of his employment, may be assigned work he is capable of performing without regard to seniority provisions, provided both the City and Union agree. The employee's rate shall be that of the job performed. If unable to perform a normal day's work, a rate mutually agreeable to the City and the Union shall be set.

**ARTICLE XIII
INSURANCE**

1301 HOSPITALIZATION INSURANCE

1301.1 The City shall assume the cost of Blue Cross-Blue Shield, (BC-BS), MVF-1 hospitalization Plan with the Master Medical II rider and the \$2.00 deductible prescription drug rider for the employee and family, which shall include probationary employees. Effective July 1, 1996 the deductible portion of the prescription drug rider shall increase from \$2.00 to \$5.00

1301.12 The City may purchase medical and hospitalization coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains equivalent or better than the current coverage with Blue Cross. The City will give the Union advance notice and opportunity for comment prior to instituting any change in coverage.

1301.20 Effective July 1, 1992 or as soon thereafter that an appropriate reopening becomes available from the carrier, the City shall assume only the cost of the BC-BS Preferred Provider Organization, (PPO) alternative form of service delivery coverage for the benefits described in Section 1301.1 of this Article.

1301.21 An employee may continue, or later select, coverage under the traditional BC-BS program provided it continues to be available from the carrier, and further that the employee reimburse the City by means of payroll deduction for the net additional cost of the traditional BC-BS program. An employee who chooses the traditional BC-BS program must continue for a minimum of six months in that program, or until an appropriate reopening becomes available from the carrier. An employee may only switch from the PPO form of coverage to the traditional form when an appropriate reopening is available from the carrier.

1302 LIFE INSURANCE

1302.1 The City of Berkley shall pay the total cost of term life insurance in the amount of thirty thousand dollars (\$30,000) for each employee. Effective July 1, 1996 the insurance amount shall increase to thirty-five thousand dollars (\$35,000) for each employee.

1303 DENTAL INSURANCE

1303.1 The City shall provide dental care insurance for each employee and the employee's spouse and dependent children as herein further provided.

1303.2 The dental care insurance policy purchased by the City shall provide the following typical services:

Service Benefit Class	Percent of Dentist's Fee Paid By:	
	Insurance	Employee
Class I	100%	0%
Class II	80%	20%
Class III	50%	50%
Orthodontia	50%*	50%

* Up to a lifetime maximum of \$500 established by the insurance carrier.

1303.3 The cost of the dental insurance shall be assumed by the City.

1304 OPTICAL CARE PROGRAM

1304.1 The City shall provide an optical care program for each employee and the employee's spouse and dependent children as herein further provided.

1304.20 The optical care program shall consist of a reimbursement by the City up to a maximum amount shown in the following schedule in a twenty-four (24) month period for each covered individual described in Section 1304.1 .

1304.21	1995-96	\$250
1304.22	1996-97	\$275
1304.23	1997-98	\$300

1304.24 The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period.

1304.30 Reimbursements described in Section 1304.20 through 1304.24 shall be for the following described services:

1304.31 Eye examinations by a person licensed by the State of Michigan to perform same.

1304.32 Prescription lenses and frames.

1304.33 Prescription contact lenses.

1304.4 Reimbursement shall be based upon paid receipts submitted to the City for services or products described in Sections 1304.30 through 1304.33.

1304.4 The cost of the optical care program shall be assumed by the City.

1305 EMPLOYER ADMINISTRATIVE RESPONSIBILITIES

1305.1 With regard to the insurance and health care program provided and described in this agreement, the City shall not be responsible for processing claims for payment or performing other administrative activities other than for those responsibilities normally assigned to employers by the insurance carrier.

**ARTICLE XIV
PENSIONS - RETIREMENT**

1401 MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

1401.10 All employees within the collective bargaining unit covered by this agreement, who are regularly scheduled and required to work at least 10 days per calendar month, shall become members of the retirement system created pursuant to the Michigan Municipal Employees Retirement Act of 1984, (MERS), including any amendments thereto which may be, or have been, enacted from time to time.

1401.20 Seasonal and temporary employees, are also excluded from membership in the Municipal Employees Retirement System.

1401.21 For the purposes of this Article only, a day of work shall consist of a minimum of seven hours at work (excluding lunch breaks), or paid leave from work, or a combination thereof, in any one (1) calendar day.

1401.30 Membership of an employee in the retirement system shall commence as of the first day of his/her paid employment, or at such other time as he/she commences meeting the monthly work time criteria on a regularly scheduled basis.

1401.40 The terms and conditions of participation in the (MERS) retirement system, and qualification to receive benefits thereunder, shall be subject to the provisions of the act, and to the rules, procedures, and decisions of the retirement board, established pursuant to the act, to manage, administer, and operate the MERS retirement system.

1401.41 An employee may not use the grievance procedure contained in this agreement to settle any dispute regarding any matter which is the responsibility of the retirement board to determine under the terms of the act.

1401.50 The benefit program for all eligible bargaining unit employees shall be Plan B-4 , FAC-3, with early retirement waivers F50 (25 years) and F55 (15 years). Effective July 1, 1997, employees who are otherwise eligible and who have twenty five (25) years of credited service may retire with a full retirement allowance regardless of age.

1401.60 As of July 1, 1985, members of the bargaining unit shall contribute 0% of their compensation, by means of payroll deduction, to the fund maintained and managed by MERS to pay benefits as provided under the provisions of the act.

1402 HEALTH AND WELFARE BENEFITS FOR RETIREES

1402.10 An employee who retires from City employment, who has applied for, and not been denied, or who is receiving, regular retirement or disability payments pursuant to the provisions of MERS, shall be eligible to receive hospitalization insurance coverage while said retirement payments continue to be paid to the employee or the employee's surviving spouse. This insurance coverage shall be:

1402.11 The same, unless unavailable from the insurance carrier, as that provided at the time to non-retired bargaining unit employees, excluding benefits under Medicare or similar health insurance programs, available pursuant to Federal and State legislation;

1402.12 Paid for by the City on behalf of the former employee and/or spouse, who shall be responsible for payment, when required by the City, for any coverages for his/her dependents.

1402.13 Terminated if, after thirty (30) days written notice to the Union. The City is unable to correspond with the employee for lack of a current mailing address, or the employee fails to meet the financial obligation to the City under this program.

1402.2 Unless unavailable due to the age or place of residence of the retiree, the City may replace traditional coverage with the PPO form of coverage as described in Article XIII, Section 1301.20. The provisions of Article XIII, Section 1301.21 shall apply if a retired employee does not wish to participate in the PPO form of coverage and desires coverage under the traditional form of BC-BS coverage.

1402.30 The City will provide, at City expense, life insurance at \$8,000 for retired former members of the bargaining unit from the date of retirement until the date the retiree becomes 65 years old. Thereafter, the insurance shall be in the amount of \$5,000.

1402.40 Dental and optical coverage shall be the same as that provided for current employees to the extent that these coverages are available from the insurance company.

1402.41 The City shall assume the full expense of the dental and optical benefits of the retiree and his/her spouse. The retiree shall be responsible for the expense of any other persons covered by the retiree's insurance.

1402.42 Dental and optical coverage benefits will be limited to employees who retire on or after July 1, 1992.

1402.50 An employee who terminates City employment with a vested deferred retirement benefit which may be exercised at a later date shall be eligible only for those benefits and allowances specifically provided in

the Municipal Employees Retirement System itself, and he/she is not eligible at any time for any supplemental benefits for retirees provided under this agreement.

1402.60 Benefits paid by the City under Sections 1402.10 through 1402.50 of this Article XIV, for coverages afforded a "spouse" or "surviving spouse" are limited only to those persons who are, or were, married to an employee covered under this agreement as of the employee's last day of employment with the City prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1401 of this Article.

1402.61 A person who marries a retired former employee, or who marries the surviving spouse of a retired former employee shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. However, the cost of such coverage shall be paid by the former employee or surviving spouse.

**ARTICLE XV
PAY DAYS, WAGES, AND LONGEVITY**

1501 WAGES TO BE PAID

15.1.10 Wages---See Appendix A for classification and pay rates.

1501.11 Adjustments to hourly wages only shall be negotiated for the fiscal year beginning July 1, 1996 and each fiscal year thereafter until this agreement expires as provided in Sections 2101.1 through 2101.3

1501.12 A payday falling on a Holiday shall be paid during the preceding regular working day.

1501.20 The wage rate for each position classification paid to employees hired on or after July 1, 1995, shall be the rate shown in Appendix A multiplied by the modification factor shown in the following schedule:

	<u>Position Classification</u>	<u>Factor</u>
1501.21	Laborer	70%
1501.22	Operator I	80%
1501.23	Operator II	85%
1501.24	Operator III	100%
1501.25	Mechanic I/II/III	100%

1501.26 Wage rates paid to employees hired after July 1, 1995 shall not be a consideration in the selection of employees to work overtime.

1501.3 Top rate for all classifications shall be reached in one (1) year.

1501.4 Upon the written request of the Union, the City will provide a memorandum list once per year indicating the pay classification for the operation of each piece of equipment.

1502 LONGEVITY PAYMENTS

1502.1 Longevity--Each employee shall be entitled to participate in the City's longevity program which is based on his hourly wage, using only a 2,080 work hour year, with no overtime being considered. Longevity payments shall be based upon the number of the employee's consecutive full year's work in the City as of November 30th and percentage of his/her existing wage as shown in the schedule below, and shall be paid in the first paycheck issued in December.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
3	1%
5	2%
10	4%
15	6%
20	8%

1502.2 An employee covered by this agreement, who is hired after June 30, 1987, shall not be eligible to receive longevity payments.

1502.3 After December 31, 1998, longevity payments shall not exceed the amount paid to each eligible employee in 1998.

1503 PAYROLL DEDUCTIONS

1503.10 The City may make deductions from the payroll of an employee for one or more of the following reasons:

1503.11 Correct inadvertent overpayment of wages;

1503.12 As may be mutually agreed between the employee and the City;

1503.13 When so required by order of a court or officer of a court pursuant to their judicial authority;

1504 JURY DUTY

1504.1 The City of Berkley shall pay any employee who is called for jury duty or subpoenaed as a witness the difference between the amount paid by the court and the regular amount paid the employee.

**ARTICLE XVI
UNIFORMS**

1601 STANDARD UNIFORMS PROVIDED BY CITY

1601.1 The City shall provide each permanent D.P.W. employee with six (6) suitable uniforms per fiscal year. The number of short sleeve and long sleeve shirts, (not to exceed a total of six) shall be selected by each employee.

1602 DAMAGE TO UNIFORMS

1602.1 Damage to uniforms other than through normal use shall be the responsibility of the employee.

1603 WINTER COATS AND COVERALLS

1603.1 The City will provide each member of the Union with one (1) blanket-lined fingertip length winter jacket with hood once every third (3rd) fiscal year, commencing with fiscal 1974-75. Commencing in fiscal year 1977-78 each member shall also receive every third fiscal year one (1) spring weight jacket and one (1) set of winter overalls. During the interval between the regular issue of jackets and coveralls, as above provided, the City will make one exchange per employee of a new jacket for a jacket that is turned in and which shows evidence of excessive wear, such as unworkable buttons and zippers, runs, tears, and wearing away of materials.

1604 WORK SHOES AND BOOTS

1604.1 Employees shall be eligible to receive one pair of work shoes or boots each fiscal year at City expense pursuant to the following terms:

1604.20 The City shall determine one or more qualified suppliers and shall determine qualifying work shoe and boot styles.

1604.21 Each employee shall be eligible to purchase one pair of selected work shoe or boot style per fiscal year. The City will either pay the vendor directly, or reimburse the employee for the cost incurred. If the City selects the reimbursement method, reimbursement will be made according to the City's normal procedures for processing accounts payable. The City shall not be responsible for making adjustments if the work shoes or boots selected by the employee do not fit or are otherwise unacceptable to the employee.

1604.22 An employee who does not purchase his or her work shoes within eight weeks of the selection of a supplier by the city, as described in Section 1604.20 of this Article, shall not be eligible for work shoes at city expense for the remainder of the fiscal year.

1604.3 Employees who purchase work shoes or boots under the terms of this section shall wear the work shoes while working unless the work shoes or boots are worn out or weather conditions are not appropriate for their use.

**ARTICLE XVII
BREAKS**

1701 BREAKS FROM WORK

1701.1 Each employee shall be given no more than two fifteen minute breaks in each 8-hour work day. The breaks will be scheduled thirty (30) minutes prior to the end of the employee's regular work day at which time, except in the case of emergency which may necessitate the use of overtime, the employee may leave for home.

1701.2 The City shall provide a lunch during any overtime period in excess of four (4) hours.

1701.3 Abuse of this privilege shall be grounds for disciplinary action.

**ARTICLE XVIII
SAFETY**

1801 SAFETY COMMITTEE

1801.1 The City and Union shall jointly and with equal representation establish a Safety Committee to investigate possible unsafe conditions and promote safe practices for D.P.W. Operations. Employees serving on this committee shall be paid their regular hourly rate when performing in this capacity during normal working hours.

**ARTICLE XIX
CONTRACT NEGOTIATIONS**

1901 ESTABLISHMENT, CHANGES IN BARGAINING COMMITTEE

1901.1 The City and the Union shall each name a bargaining committee of not more than four (4) persons. Any changes in bargaining committees shall result in a written notification to the other party within ten (10) days.

1902 BARGAINING COMMITTEES MAY ENGAGE STAFF

1902.1 The officially designated bargaining committees may engage or utilize persons to act in a staff capacity during negotiations.

1903 RATIFICATION OF CONTRACT NECESSARY

1903.1 All negotiated contracts shall become effective only after ratification by the Union and when signed by a national officer and in turn when officially approved by the City Council and executed accordingly.

1904 TIME OFF FOR UNION BUSINESS

1904.1 The chief executive officer of the Union and/or his designated representative shall be afforded reasonable time off during regular working hours and without loss of pay for the proper handling of Union business including the processing of grievances. Such time off shall be subject to prior approval by the D.P.W. Director or his designated representative.

1905 MODIFICATION OF CONTRACT BY MUTUAL AGREEMENT

1905.1 This contract may be modified by mutual agreement of the partners. Any such modification shall be evidenced by a written supplemental contract.

**ARTICLE XX
PROBATIONARY PERIOD**

2001 PROBATIONARY PERIOD FOR NEW EMPLOYEES

2001.1 All employees must satisfactorily complete a twelve (12) months probationary period before they become regular full time employees of the City with a vested interest in the full range of benefits associated with regular status.

2001.2 A probationary employee, as defined above in Section 2001.1 of this Article, may be discharged from City employment at the sole discretion of the City. In the event that an employee is discharged during the proba-

tionary period, the union and the employee shall have no recourse through any provision of this Agreement to alter, amend, review, or modify the decision of, and the action taken by, the City. The Union shall not provide to the employee assistance in any form when such assistance is intended directly or indirectly to cause a modification or reversal of the determination of the City that the employee should be discharged.

**ARTICLE XXI
EFFECTIVE DATE**

2101 EFFECTIVE DATE

2101.1 Except as may be more specifically provided in other sections of this agreement, this agreement shall take effect July 1, 1995 at 12:01 A.M., or upon ratification by both parties, which ever is later, and shall continue in effect until midnight of June 30, 1999, or until such later date as the Union and the City may subsequently determine pursuant to section 2101.3.

2101.2 In the event that ratification by both parties occurs later than the effective date specified in Section 2101.1 of this Article, the provisions of this Agreement respecting increased wages, shall be made retroactive to the effective date, and shall be paid with the next regular payroll. Changes in health and welfare benefits will become effective as specified in the agreement or upon completion of necessary arrangements with insurance companies or similar organizations.

2101.3 Notwithstanding the expiration date stated in section 2101.1, this agreement will renew automatically for successive periods of one (1) year unless either the City or the Union gives written notice to the other party prior to June 1, 1999 and any year thereafter of its intent to establish the next following June 30, as the agreement termination date for the purpose of commencing collective bargaining regarding the terms and conditions of a successor agreement.

2102 CONTINUATION AFTER EXPIRATION DURING NEGOTIATIONS

2102.1 In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

2103 CONCLUSION OF COLLECTIVE BARGAINING

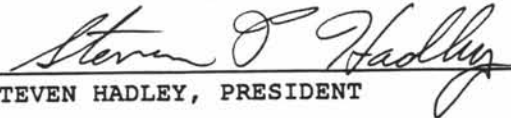
2103.1 This agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this agreement or not, for the term of the agreement.

CITY OF BERKLEY
LOCAL UNION No. 1021, A.F.S.C.M.E. COUNCIL 25

IN WITNESS WHEREOF the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this day 25th day of June, 1992.

FOR THE UNION:
A.F.S.C.M.E. COUNCIL 25
LOCAL UNION 1021


FOR THE CITY:
CITY OF BERKLEY, MICHIGA

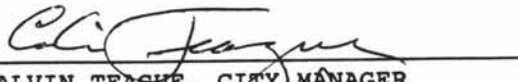

STEVEN HADLEY, PRESIDENT


MAYBELLE S. FRASER, MAYOR

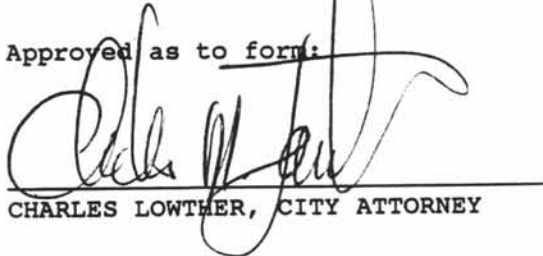

MICHAEL MASON, SECRETARY

Approved as to substance:


JUDITH PICKETT,
NATIONAL OFFICER


CALVIN TEAGUE, CITY MANAGER

Approved as to form:


CHARLES LOWTHER, CITY ATTORNEY

Attest:


LEONA M. GARRETT, CITY CLERK

APPENDIX A
WAGE SCHEDULE - BASE HOURLY RATE OF PAY*

POSITION	7/1/95
<u>CLASSIFICATION</u>	<u>-- to --</u> <u>6/30/96</u>
LABORER	\$16.36
OPERATOR I	\$16.60
OPERATOR II	\$16.77
OPERATOR III	\$16.91
MECHANIC II	\$16.91
MECHANIC III	\$17.08

* Rates shown apply to employees who have served twelve (12) months in the classification. Entry rate shall be \$0.20 per hour less than rate shown.

JOINT MEMORANDUM OF UNDERSTANDING


This memorandum of understanding is entered into between the City of Berkley, and Local Union No. 1021 affiliated with Michigan A.F.S.C.M.E. Council 25 and A.F.S.C.M.E. International, AFL-CIO. It shall continue in force until June 30, 1999, or until the City and the Union ratify a labor agreement to succeed the current agreement, whichever is later.

1.0 FEDERAL ANTI DRUG AND ALCOHOL REGULATIONS

1.1 Upon the written request of either the Union or the City the parties agree to negotiate issues related to compliance with the United States Department of Transportation requirements regarding anti drug and alcohol use for employees with Commercial Driver's Licenses as embodied in: *Procedures for Transportation Workplace Drug Testing programs, 49 CFR, Part 40; Qualifications for Drivers, 49 CFR, Part 391; and the Omnibus Transportation Workers Testing Act, 49 CFR, Part 382.*

FOR THE UNION:
A.F.S.C.M.E. COUNCIL 25
LOCAL UNION 1021


FOR THE CITY:
CITY OF BERKLEY, MICHIGAN

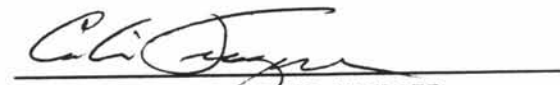

STEVEN HADLEY, PRESIDENT

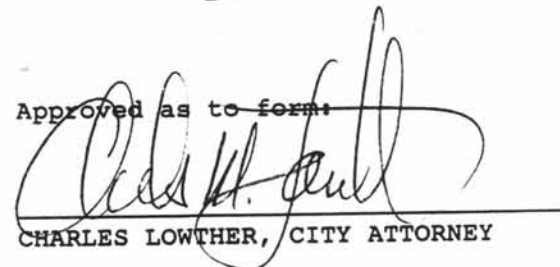

MAYBELLE S. FRASER, MAYOR



MICHAEL MASON, SECRETARY

Approved as to substance:


JUDITH PICKETT,
NATIONAL OFFICER


CALVIN TEAGUE, CITY MANAGER

Approved as to form:

CHARLES LOWTHER, CITY ATTORNEY

Attest:

LEONA GARRETT, CITY CLERK

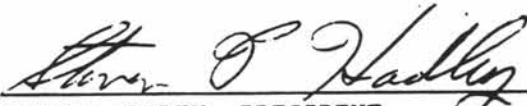
APPENDIX A
WAGE SCHEDULE - BASE HOURLY RATE OF PAY*

EFFECTIVE JULY 1, 1996 TO JUNE 30, 1997
Negotiated per Section 1501.11 of the Agreement

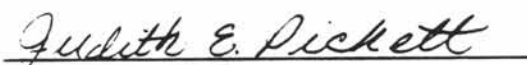
<u>POSITION CLASSIFICATION</u>	<u>HOURLY RATE</u>
LABORER	\$16.85
OPERATOR I	\$17.10
OPERATOR II	\$17.27
OPERATOR III	\$17.42
MECHANIC II	\$17.42
MECHANIC III	\$17.59

* Rates shown apply to employees who have served twelve (12) months in the classification. Entry rate shall be \$0.20 per hour less than rate shown.

FOR THE UNION:
A.F.S.C.M.E. COUNCIL 25
LOCAL UNION 1021


STEVEN HADLEY, PRESIDENT


MICHAEL MASON, SECRETARY


JUDITH PICKETT,
NATIONAL OFFICER

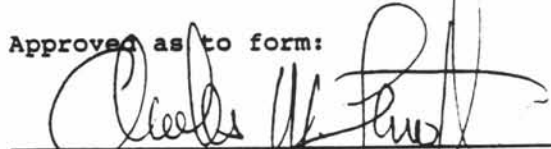
FOR THE CITY:
CITY OF BERKLEY, MICHIGAN


MAYBELLE S. FRASER, MAYOR


Approved as to substance:


CALVIN TEAGUE, CITY MANAGER

Approved as to form:


CHARLES LOWTHER, CITY ATTORNEY

Attest:


LEONA GARRETT, CITY CLERK