6/30/2001

Cheprogram, City of

COLLECTIVE BARGAINING
AGREEMENT
between
CITY OF CHEBOYGAN
and
CHEBOYGAN CITY EMPLOYEES
LOCAL #1325, UNIT I
MICHIGAN COUNCIL #25
AFCSME, AFL-CIO

Effective Date: July 1, 1998 Termination Date: June 30, 2001

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# AGREEMENT BETWEEN THE CITY OF CHEBOYGAN AND THE MUNICIPAL WORKERS OF THE CITY OF CHEBOYGAN

This Agreement entered into by the City of Cheboygan, Michigan, hereinafter referred to as the Employer, and the City Unit of Local 1325 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer AND the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other specified conditions of employment.

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.

This Contract embodies the entire agreements between the City of Cheboygan and the Union, not withstanding any prior discussions or past practices to the contrary.

The parties hereby recognize the obligation of the City of Cheboygan to provide the maximum range of services possible to its residents and taxpayers in the most economical and efficient manner possible.

To the end above, the City, the Union and its members hereby endorse this obligation and pledge their cooperation in its consistent realization. The Employer and the Union further encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

#### ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable referenced provisions of Act 379 of the Public Acts of 1966, 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.

Employees covered by the provisions of this Contract include full-time and part-time hourly rated personnel of the Department of Public Works inclusive of Departments of Street, Water, Sewer, and general maintenance, and office clerical, excluding appointive officers, supervision, temporary employees and part-time employees in the Parks and Recreation and Cemetery Departments. It is agreed that hourly rated employees of programs funded by entities other than the City are not covered by provisions hereafter enumerated, unless required by Law.

### ARTICLE 2. UNION/MANAGEMENT RELATIONS

#### SECTION 1. SPECIAL CONFERENCES:

A. Special conferences for important matters will be arranged between the Chapter Chairperson and the City Manager or his designated representative upon the request of either party. Such matters shall be between up to two (2) representatives of the Union and up to two (2) representatives of management and a representative of Council #25.

Arrangements for such special conferences shall be made in advance of an agenda of the matters to be taken up at the meeting shall be confined to those includes in the agenda. Conferences shall be held between the hours of 8:30 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. If a special conference shall continue beyond the normal departmental quitting time for the unit member or members involved then no pay shall accrue for those unit members.

B. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

## **SECTION 2. SUPPLEMENTAL AGREEMENT:**

All proposed supplemental agreements shall be subject to the approval of the employer and the local employees' Union. They shall be approved or rejected with a period of twenty (20) days following the date they are filed by either party. Agreement reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

#### ARTICLE 3. UNION SECURITY

- 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 the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement 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 equal to dues and initiation fees required for membership commencing thirty (30) days following the beginning of their employment in the Unit 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 to the Union, equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues or service fee uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

# ARTICLE 4. DEFINING REGULAR AND PROBATIONARY EMPLOYEES

#### SECTION 1. REGULAR EMPLOYEES:

A. Regular employee shall be one who works forty (40) hours per week as covered in Article 6.

#### **SECTION 2. PROBATIONARY EMPLOYEE:**

A probationary employee is one who has less than six (6) months of continuous accumulated service. The Employer has the right, within the probationary period, to discharge any employee without cause. A probationary employee who has broken service by his own actions shall forfeit his time worked for full-time status and shall become a full-time employee only upon the completion of the probationary period as set forth above.

## **SECTION 3. TEMPORARY EMPLOYEE:**

A temporary employee is a person employed for a seasonal or temporary purpose. It is the understanding that he is ineligible for regular status until he is reclassified as a probationary employee, at which time his employment as a temporary employee will be credited toward its probationary period to a maximum of two (2) months. A temporary purpose shall not exceed sixty (60) days duration.

- A. Temporary employees will not be allowed to operate equipment that is normally operated by the light, medium and heavy equipment classification with the exception of temporary employees at the Recreation Center and Cemetery who may operate a pickup truck for recreation and cemetery operations.
- B. Temporary employees employed at the Recreation Center and Cemetery will be allowed to be employed from time-to-time in the winter months by the employer and said employees shall not be governed by the sixty (60) day restriction.
- C. The meter attendant will be allowed to work the summer months and shall be considered a temporary employee.
- D. All temporary employees will be laid off first in the event of a layoff, excluding Recreation and Cemetery temporary employees.

#### **SECTION 4. PART-TIME EMPLOYEE:**

A part-time employee, for all purposes mentioned in this Agreement, shall be an employee of the City of Cheboygan who works no more than twenty-four (24) hours per week. Part-time employees shall not be used to displace or replace full-time bargaining unit members.

#### ARTICLE 5. CHECK-OFF

- A. The Employer agrees to deduct the Union membership monthly dues from the pay of all employees in the bargaining unit, including any probationary employee who voluntarily requests such deduction.
- B. Remittance of Dues to Financial Officer:
- 1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFCSME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
- 2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses 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.
- 3. The Employer shall not be responsible for Union dues while an Employee is on an unpaid leave of absence, layoff status, or after an Employee's employment relationship with the Employer has been terminated.
- 4. The Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct Union dues and to defend, indemnify, and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken by the Employer pursuant to this Section of the Agreement.

#### ARTICLE 6. HOURS OF WORK

#### **SECTION 1. REGULAR HOURS:**

The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch period.

#### SECTION 2. WORK WEEK:

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations discussed below.

#### **SECTION 3. WORK DAY:**

There may be a variance in the starting and quitting times of jobs in any seven (7) day operation to make the shifts compatible to the service required; however, there shall be no split shifts.

#### SECTION 4. WORK SCHEDULE:

Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

It is provided, however, that during the months of November 15th through March 15th of each year, it is agreed the Employer may temporarily adjust Street Department employee work schedules up to three (3) hours earlier or later than the posted work schedule, provided twelve (12) hours notice is given to the employees affected. Each such rescheduled employee will be paid a premium of twenty-five cents (\$.25) per hour for all hours worked during the one or more entire shifts involved in such rescheduling.

It is further provided that, during the months of May 1st through November 1st of each year, the Employer may adjust the Street Sweeper schedule to work up to three (3) hours earlier than the posted work schedule, provided twelve (12) hours notice is given to the employee affected, to a schedule of four (4) ten (10) hour days Monday through Thursday. Each such rescheduled employee shall be paid a premium of twenty-five cents (\$.25) per hour for all hours worked during the one or more entire shifts involved.

#### **SECTION 5. CONTINUOUS OPERATIONS:**

#### **SECTION 6. CEMETERY SEXTON:**

Cemetery Sexton shall be a position in which the hours per day, week and month may very depending upon the work load and the service required. Between the approximate dates of April 1st through November 30th, the Cemetery Sexton will be assigned to the Department of Public Works with the classification of laborer.

## ARTICLE 7. REST PERIODS

All employees' work schedules shall provide for two (2) fifteen (15) minute rest periods during each shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time and into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Employees shall take rest periods on or near the work site for fifteen (15) minutes only which will include any travel time to and from the work site for rest purposes.

It being further understood that City equipment shall not be used during breaks unless authorized.

#### ARTICLE 8. MEAL PERIODS

All employees shall be granted a lunch period of thirty (30) minutes minimum during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

The Employer shall furnish a meal to any employee who, during the course of his regular shift is requested to and does work more than four (4) hours beyond his regular quitting time, the employee shall be furnished additional meal every four (4) hours thereafter, while they continue to work.

The Employer, at its option, may either furnish a meal or compensate the employee an additional \$3.00 for each such meal.

#### ARTICLE 9. CLEAN-UP TIME

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift in the Public Works Department.

Work schedules shall be arranged so employees may take advantage of this provision and the Employer shall make the required facilities available.

#### ARTICLE 10. HOLIDAYS

## SECTION 1. HOLIDAYS REGOCNIZED AND OBSERVED:

The following days shall be recognized and observed as paid holidays:

Holiday

New Year's Day Good Friday Memorial Day Date

January 1st Friday before Easter Fourth Monday in May Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Eve Day Christmas Day

July 4th
First Monday in September
Fourth Thursday in November
Fourth Friday in November
December 24th
December 25th

#### **SECTION 2. PERSONAL DAYS:**

All employees who have completed their probationary period shall be entitled to four (4) personal leave days off, without loss of their regular straight-time pay. Employees must give twenty-four (24) hours advance notice to management of their desire to use a personal leave day(s). The use of personal days shall not be subject to approval by management. Personal days are not cumulative and cannot be converted to cash. Requests of less than twenty-four (24) hours notice are subject to approval of the employee's supervisor. Not more than one (1) personal leave day will be granted per department per day.

## **SECTION 3. ELIGIBILITY REQUIREMENTS:**

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, or sick leave, as modified below.
- B. The employee worked his last scheduled work day prior to and the next scheduled work day after the holiday, unless he is excused by the Employer. Reasonable purpose for such excused absence shall include proven illness.

If a paid holiday occurs during an employee's vacation, he shall be charged a vacation day for such holiday, but he shall receive one day's pay for such vacation as well as holiday pay.

#### **SECTION 4. HOLIDAY PAY:**

Eligible employees who perform no work on a holiday shall be paid eight (8) hours times their current hourly rate of pay, unless their regular work day is more or less than eight (8) hours.

Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

#### SECTION 5. HOLIDAY WORK:

If an employee works on any of the holidays listed above, he shall be paid the following premium rates in addition to his holiday pay: Double time for all hours worked.

#### **SECTION 6. HOLIDAY HOURS FOR OVERTIME PURPOSES:**

A holiday shall be considered as time worked to determine eligibility for overtime.

A holiday worked shall be considered as time worked for the purpose of equalization of overtime.

### **SECTION 7. WEEKEND HOLIDAYS:**

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

#### ARTICLE 11. SICK LEAVE

#### **SECTION 1. ALLOWANCE:**

Any employee contracting or incurring any non-worker's compensable sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay.

Employees shall be allowed one (1) sick day leave for each month of service in which they have worked eighty (80) hours.

An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

#### **SECTION 2. ACCUMULATION:**

Employees shall start to earn sick leave from their full-time status and they shall accumulate sick leave as long as they are in the service of the Employer, up to a maximum accumulation of sixty (60) days.

Existing sick leave accumulation in excess of sixty (60) days shall continue, but without additional accumulation. However, if the accumulation is depleted by use to less than sixty (60) days, accumulation thereafter shall not exceed sixty (60) days.

#### SECTION 3. ELIGIBILITY:

On return from sick leave, each employee will be required to execute an affidavit setting forth the nature of his illness or injury and falsification of such affidavit may be cause for discipline. In the event that an employee shall receive sick leave pay and it shall be later determined that the employee was not eligible for the same, it shall be deducted from the employee's next regular paycheck or paychecks until the City shall be reimbursed in full.

The City shall have the right to require a physician's verification of the appropriateness of the claim of being unable to work because of injury or illness from a physician of the City's choice at the City's expense, if the verification is from a physician other than one who treated the employee during the illness.

In the event that an employee is on sick leave for three (3) consecutive days or more, a physician's written statement with regard to the illness shall be submitted to the City within two (2) working days after the employee returns to work.

## **SECTION 4. DISABILITY INSURANCE:**

The Employer shall provide all full-time employees with 26 weeks of disability pay commencing 1 day after any accident and 8 days after a sickness not covered under Workers' Compensation Benefits (definition of disability to be established).

Compensation shall equal eighty percent (80%) of the employee's base take home pay.

#### **SECTION 5. UNUSED:**

Employees who are separated from employment as a result of retirement or death shall receive payment of accumulated unused sick leave at a rate of three (3) full days' pay times the employee's years of continuous service. The maximum number of days to be paid to any employee shall be one hundred (100) days. Employees who are permanently separated from employment as a result of voluntary resignation or discharge shall not receive payment for any unused sick leave.

#### ARTICLE 12. LEAVES OF ABSENCE

## SECTION 1. ELIGIBILITY REQUIREMENTS:

Employees shall be eligible for leaves of absence after the appropriate probationary periods have passed.

#### **SECTION 2. APPLICATION FOR LEAVE:**

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization, if granted, for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered as follows: Requests for immediate leaves (for example, medical leave or death) shall be answered before the end of the shift on which the request is submitted.

A request for a leave of absence not exceeding one (1) month shall be answered within five (5) days. The request shall be made one (1) week in advance, except for emergency leaves. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time of the leave of absence was requested. However, if an employee is returning from an education; leave of absence during which the employee has acquired the qualifications for a higher-rated position, the employee shall be returned to the higher-rated position under the following conditions:

- 1. The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and
- 2. The employee requests assignment to the higher-rated position within ten (10) days after returning from an education leave, and the employee has greater seniority than other qualified employees requesting assignment to the position (subject to provisions of Article 19).

#### **SECTION 3. PAID LEAVE:**

#### A. ANNUAL LEAVE:

Annual leave will be granted for the purpose of allowing an employee to leave his duties for rest and relaxation in order that he may serve the City more effectively throughout the balance of the year.

Regular employees shall be granted annual leave with normal pay subject to the following conditions:

- 1. An employee with one (1) full year of service will be allowed an annual leave of two (2) calendar weeks.
- 2. An employee with five (5) years of service will be allowed an annual leave of three (3) calendar weeks.
- 3. An employee with then (10) full years of service will be allowed annual leave of four (4) calendar weeks.
- 4. An employee with seniority in excess of twenty (20) years shall receive an additional one-half (1/2) day of leave for each full year of service above and beyond twenty (20) years.
- 5. Annual leave earned during one (1) employment year should be taken during the next employment year. However, not more than 50% of an employee's annual leave may be carried over to the next employment year and no employee will be permitted to accumulate more than six (6) weeks of annual leave.
- 6. Leave schedules for employees in each department will be developed by the department head. Normally no more than one (1) employee from each department will be permitted to take his annual leave at any one time and no leaves of less than one (1) week's duration will be granted. In proper cases, exceptions will be made by the City Manager.

- 7. The scheduling of annual leave for employees normally will not exceed four (4) consecutive weeks except than an employee who has accumulated six (6) weeks of annual leave may be permitted to schedule more than four (4) consecutive weeks of annual leave, provided such scheduling would not create a hardship on the City or interfere with the scheduling of annual leave of other employees in that department.
- 8. If an employee is unable to take his annual leave because in management's judgment it would create an undue hardship for the City to grant such a leave, the employee shall be paid for such unused leave on the last payday of the employment year.
- 9. Seniority for determination of eligibility for annual leave will commence on January 1st following the date of employment and all new hires shall accumulate annual leave during their first partial year of employment according to the following schedule:

Employed Before	Annual Leave Granted After Following January 1			
March 15th	Eight (8) days			
June 30th	Six (6) days			
September 15th	Four (4) days			
October 31st	Two (2) days			
After October 31st	Zero (0) days			

Such vacation shall be granted during the calendar year following the first January after employment.

10. Leave requested sixty (60) days or more in advance for vacation and two (2) days or more in advance for all other types shall be granted on a seniority basis. Leave requested with less notice, if granted, will be based on the submittal date.

Request made thirty (30) days in advance for vacation purpose that applies to the requesting employee only shall be given priority over all subsequent requests.

- 11. All vacations must be approved in advance by the requesting employee's supervisor. However, the request must also be approved by the City Manager, if it is for a vacation of five (5) days or more.
- 12. If an employee leaves the service of the City, the shall be paid for his accumulated leave. In the case of the death of an employee, his dependents shall be paid the dollar amount of his accumulated leave. Failure to give the City at least two (2) weeks notice of resignation shall be sufficient reason for the forfeiture of annual leave earned during the current fiscal year. In proper cases, exceptions may be made.

#### **B. OTHER PAID LEAVES:**

All employees shall be eligible for the following leaves upon completion of their respective probationary periods.

- 1. Family Death: In the event of a death in the immediate family of an employee or employee's spouse (spouse, parents, children, brother, sister, grandparents or grandchildren), the employee may be granted three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. Adjustments for travel time may be made in extraordinary circumstances.
- 2. <u>Jury Duty</u>: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
- 3. <u>Civic Duty</u>: Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant), shall be granted a leave of absence with pay (as set forth in the following paragraph), for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

4. <u>Medical Leave</u>: In the event of an illness in the immediate or collateral family of any employee or their spouse which reasonably requires the employee's absence from work, leave without pay will be granted, or the employee may take sick leave, personal days or vacation days with our prior notice.

#### **SECTION 4. UNPAID LEAVE:**

1. <u>Reasonable Purpose</u>: Leaves of absence for a limited period shall be granted for a reasonable purpose.

The interpretation of reasonable purpose in each case shall be agreed upon by the Union and the Employer. Reasonable purpose shall not include temporary employment with another Employer.

- 2. <u>Union Business</u>: Employees elected to any union office which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union. No more than one (1) employee shall be on leave of absence for Union business at any one time.
- 3. <u>Education</u>: Leave in connection with education shall be subject to the provisions of Section 4.1 (Reasonable Purpose), of this Article.
- 4. <u>Military Service</u>: Any employee who is a member of a reserve force of the United States or of this State and who is offered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of the military service.

5. Emergency Leave: All employees of the bargaining unit shall be granted leaves of absence for short periods of time in the event of an emergency situation or because of circumstances beyond the control of the employee. Such emergency leave will be granted upon the discretion of the Employer.

#### **ARTICLE 13. WAGES**

#### SECTION 1. WAGE SCHEDULE:

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix "A". The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position.

In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue to a grievance at Step III of the grievance procedure.

Unless mutually agreed upon by the Union and the Employer, employees shall move from the minimum step in the pay range to the maximum step as per Appendix "A".

#### **SECTION 2. PAY PERIOD:**

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be payday. Paychecks will be disbursed at 12:00 p.m. (noon) on payday.

#### ARTICLE 14. REPORTING TIME

Any employee who is scheduled to report for work and who presents himself as scheduled shall be assigned to at least four (4) hours work.

If work is not available, the employee shall be excused from duty and paid at his regular rate for four (4) hours work at the appropriate rate - straight time or overtime, whichever is applicable.

#### ARTICLE 15. CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be given a minimum of two (2) hours work at the rate of time and one-half.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid time and one-half for all hours (or fraction thereof) worked outside his regular shift. The employee shall then be paid for his regular work shift at the appropriate rate.

If the call time work assignment overlaps with the beginning of the employee's regular shift, the employee may request to be relieved at the end of eight (8) continuous hours. If the request is granted, he shall waive his right to overtime pay in accordance with call-in overtime. However, the Employer may require him to remain on duty for adequate service to the public, not to exceed twelve (12) continuous hours. No employee shall be sent home during his regular shift to avoid the payment of overtime, except when mutually agreed.

One (1) employee from the Water Department, Sewer Department, or Wastewater Treatment Plant shall carry a pager at all times for purposes of staff availability for emergency call-in.

#### ARTICLE 16. OVERTIME

#### SECTION 1. RATE OF PAY:

- A. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.
- 1. All work performed in excess of eight (8) hours in any work day in the Public Work Department and Office Clerical and all work performed in excess of forty (40) hours in any work week.
- B. Sunday Twice the employee's regular hourly rate of pay shall be paid for all hours worked on Sunday.
- C. For the purposes of computing overtime pay, the work week shall begin at 12:00 a.m. (midnight) Sunday except for the fire drivers whose shift will be from 11:00 p.m. to 11:00 p.m. on corresponding days.

#### **SECTION 2. DISTRIBUTION:**

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement. On each occasion, the opportunity to work overtime shall be offered to the employee with the job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, he shall be charged an equal number of hours as the overtime worked; the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.

A record of the overtime hours worked by such employee shall be posted on the department bulletin board monthly.

#### SECTION 3. OVERTIME REFUSED:

Overtime refused will be counted for equalization as overtime paid.

# SECTION 4. WORK AT EMPLOYEE'S OPTION:

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime; however, it is understood that employees will not refuse overtime without good cause and in emergencies, the employee or employees with lowest seniority shall accept the overtime.

#### **ARTICLE 17. SENIORITY**

#### SECTION 1. SENIORITY DEFINED:

- A. Seniority shall consist of the accumulated paid service with the City. Seniority shall not be lost because of sick leave, as defined, or because of temporary layoff, or an approved leave of absence, or military service.
- B. Seniority shall be in effect after the probationary period of an employee and then shall be computed from the first date of hire.
- C. Whenever seniority is used relative to a condition of employment such as layoff, promotion, transfer, assignment, increment, vacation, sick leave, holidays, retirement and others, seniority shall be counted from the first day of hire unless specifically stated otherwise in the appropriate section of this Agreement.
- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except employees discharged and disciplined for other than Union activity.

Seniority shall be on a company-wide basis, in accordance with the employee's date of hire.

Job assignments shall be assigned based on seniority with the exception of operation of equipment.

#### **SECTION 2. SENIORITY LISTS:**

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the Unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union and the Council Office with up-to-date copies annually.

## SECTION 3. LOSS OF SENIORITY:

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reverses through the procedure set forth in this Agreement.
- C. 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 to the employee at his last know 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.

- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
- E. Return from leaves of absence will be treated the same as "C" above.
- F. He retires.
- G. An employee will lose seniority if he gives false reason to obtain a leave.

# **SECTION 4. SENIORITY OF OFFICERS:**

Notwithstanding their position on the seniority list, the Chapter Chairperson, Vice Chairperson, Secretary/Treasurer, and Chief Steward of the Union shall, in the event of layoff only, be continued at work at all times provided they can perform any of the work available.

# ARTICLE 18. LAYOFF AND RECALL

#### **SECTION 1. LAYOFF:**

- A. The word "layoff" means a reduction in the working force.
- B. 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 the seniority as defined in Article 17, Section 1.
- C. In proper cases, exceptions may be made where employees retained to not have the ability to perform the duties of those being laid off. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the Third Step of the grievance procedure.

- D. In all cases of layoff, the retained employees will be paid according to the job classification they are assigned to on a regular basis.
- E. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- F. No layoff will take place as a direct result of work subcontracted to private employers or contractors.
- G. A laid-off employee may exercise his seniority rights by bumping an employee with lesser seniority, provided he is physically able to do the work of the lesser seniority employee and is qualified to do the work.
- 1. In the event of a bumping, the bumped employee shall be placed on the same layoff status as was the employee doing the bumping without the notice provided in 5-E.
- The laid-off employee desiring to bump shall give written notice thereof to the City Manager during the working day following receipt of the layoff notice identifying the employee who he wishes to bump.

#### **SECTION 2. RECALL:**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 1-C. Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report to work within five (5) days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions will be made.
- B. An employee on layoff shall be carried on the seniority list and eligible for recall for the length of his seniority to a maximum of three (3) years.

# ARTICLE 19. TRANSFERS, PROMOTIONS & TEMPORARY ASSIGNMENTS

#### **SECTION 1. TRANSFERS:**

- A. Transfer of Employees. If an employee is transferred to a position under the Employer not in the Unit and is thereafter transferred again to a position within the Unit, he shall not accumulate seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
- B. The Employer shall notify the Chapter Chairperson in writing of all transfers, for informational purposes only.

# SECTION 2. PROMOTIONS/VACANCIES/NEWLY-CREATED POSITIONS:

A. Promotions within the bargaining unit shall be made on the basis of seniority, qualifications and work history. When the factors of qualifications and work history are relatively equal, the factor of seniority shall govern. Job vacancies will be posted within the division in which they occur (Clerical, DPW, Wastewater and Public Safety) within five (5) consecutive working days setting forth the minimum requirements for the position in a conspicuous place within the division shall apply within the five (5) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a trial period of up to four (4) weeks to determine:

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

If no employee applies or meets the minimum requirements within the division, the position shall then be posted bargaining unit wide for an additional three (3) working days. The senior employee applying for the promotion shall be granted a trial period as above.

Employees who are transferred or who bump into a new division shall, for the purpose of promoting within the new division, earn seniority for that purpose from the date the transfer or bump takes place.

B. The Employer shall provide a break-in period where all new promoted employees will work with a qualified person as follows:

Light Equipment Three (3) Days
Medium Equipment & Back Hoe Five (5) Days
Heavy Equipment Ten (10) Days

- C. 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 employee in writing. The matter may then become a proper subject for the third step in the Grievance Procedure.
- D. During the trial period, employees will receive the rate of the job they are performing.

#### **SECTION 3. TEMPORARY ASSIGNMENT:**

The City shall have the right to assign employees to temporary duty within the bargaining Unit. If the temporary assignment is for a full working day or more, the assignment shall be offered to the most senior qualified employee. If that employee declines the assignment, then the least senior qualified employee must accept the assignment.

No temporary assignment shall be for longer than sixty (60) working days. If an employee is temporarily assigned to a job with a higher pay rate, he shall be entitled to the higher rate during the period of the assignment.

# ARTICLE 20. HEALTH AND WELFARE

# **SECTION 1. SAFETY COMMITTEE:**

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include a minimum of two (2) members of the Local Unit and shall meet at a time and location chosen by the City on a minimum of a quarterly basis, but not more than once each month during regular daytime working hours, for the purpose of making recommendations.

## **SECTION 2. HOSPITALIZATION INSURANCE:**

The Employer agrees to pay full hospitalization for the employee and his/her dependents, pursuant to the Community Blue PPO Option I with Preferred RX Drugs \$5.00 Co-Pay with MODP. New hires will be effective on the 31st calendar day of employment. Re-hires will be effective on the 15th day of the month following the date of re-hire. The Employer shall have the right to change hospitalization insurance carriers provided that such change is with a nationally recognized carrier and will not result in any reduction of coverage or quality. Any change in carrier will be the subject of a special conference six (6) months prior to proposed date of implementation. The Union will agree to work with the City as a whole to minimize the cost of hospitalization insurance.

## **SECTION 3. DENTAL INSURANCE:**

The Employer shall provide full paid, full family Blue Cross/Blue Shield Comprehensive Basic 50%/50% with a maximum benefit for each contract year of \$800.00.

The Employer agrees to add on July 1, 1985, the Preventive Preferred Blue Cross/Blue Shield Plan, which includes no deductibles, Class I-75%; Class II-50%; Class III-50% and a maximum benefit for each year of \$1,000.00.

## SECTION 4. WORKERS' COMPENSATION:

Each employee will be covered by the applicable Workers' Compensation Law and the Employer agrees that, upon an employee becoming eligible for Workers' Compensation Benefits, the Employer will supplement such benefits by a sum which, when added to said benefits, shall equal the employee's regular base take-home pay; this supplement shall continue for the lessor of three (3) years or to the employee's period of seniority.

## SECTION 5. LIFE INSURANCE:

The Employer agrees to pay the full premium of term life insurance plan for each employee. The face value to be \$10,000. Laid-off employees may continue life insurance coverage by payment of the premium.

## **SECTION 6. RETIREMENT:**

A. The Employer will continue in effect the provisions of Public Act No. 135 of the Michigan Municipal Employees Retirement System integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. The Employer agrees to provide the 47F waiver. Adopt the B-4 benefit plan with F55/25 Rider effective 09/01/93.

B. The retiree may elect to remain in the Blue Cross/Blue Shield group coverage, but the retiree must pay the entire premium charges.

## SECTION 7. VISION INSURANCE:

The Employer agrees to pay full Blue Cross and Blue Shield Vision A80 Plan for the employee and his/her dependents.

# SECTION 8. EMPLOYEE ALTERNATIVE SOURCE OF HEALTH OR HOSPITALIZATION INSURANCE:

Employees who have an alternative source of health or hospitalization insurance and produce proof of such, shall be permitted to not subscribe to the Employer provide health care policy. Employees who do not subscribe to the Employer health care policy shall receive an amount equal to 50% of the monthly premium that would normally be paid by the Employer on behalf of the Employee. Such payments shall be prorated for each month that the Employee is not enrolled on the Employer provided health care. Should the Employee decide at a later time to re-enroll, the Employee shall be permitted to do so, subject to the terms and conditions of the insurance carrier.

# ARTICLE 21. DISCIPLINE AND DISCHARGE

## SECTION 1. DISCIPLINE:

Disciplinary action or measures shall include only the following:

Oral Reprimand Written Reprimand Suspension (notice to be given in writing) Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### SECTION 2. DISCHARGE:

The Employer shall not discharge any employee without just cause. If, in any case, the employee feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

#### ARTICLE 22. SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

#### SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE:

#### STEP I:

The employee, with or without the Union Steward, shall take up the grievance or dispute with the employee's Department Head within three (3) working days of the date of the grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

#### STEP II:

If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Department Head within seven (7) days after the Department Head's response is due, as in Step I. The Department Head shall respond to the Union Steward or the Grievance Committee in writing within three (3) working days.

#### STEP III:

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Council or International Representative, or Grievance Committee to the City Manager or personnel administrator in writing within seven (7) days after the response of the Department Head is due.

The City Manager or Personnel Administrator shall respond in writing to the Union Steward, Representative or Grievance Committee within five (5) working days.

#### STEP IV:

- A. If the answer at Step III is not satisfactory and the Union wishes to carry it further, it shall refer the matter to the Union Council within thirty (30) working days after the reply of Step III is due.
- B. In the event the Union Council wishes to carry the matter further, it shall within thirty (30) working days from the date of the Employer's last answer at Step III, meet with the Manager for the purpose of discussing and resolving the grievance.
- C. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Paragraph B above, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken no sooner than ten (10) days nor later than twenty-five (25) calendar days from the hearing of Step IV-B.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after the receipt of the list of arbitrators. If the parties fail to select an arbitrator, the State Mediation Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. This process will be repeated and the remaining person be the arbitrator.

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for said record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator shall be limited to the application, meaning and/or interpretation of this Agreement and shall have no authority to add to, subtract from or amend any provisions of this Agreement.

Grievances initiated by the Employer shall be processed in this manner, but they may be initiated as either Step I or Step II.

#### SECTION 2. GRIEVANCE COMMITTEES:

The Union shall select two (2) employees to act as the Grievance Committee and notify the Employer in writing as to who they are.

All Grievance Committee meetings shall be held on the Employer's premises, without loss of pay, where those required to attend would normally be on duty.

The purpose of Grievance Committee meetings will be to adjust pending grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

# SECTION 3. PAYMENT OF BACK PAY CLAIMS:

If the Employer fails to give an employee work to which his seniority entitles him and a written notice of this claim is filed within five (5) working days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

Decisions reached by an arbitrator shall be final and binding upon both parties and in any grievance involving monetary loss to the employee found to have been in violation of this Agreement or in violation of law, the Employer shall immediately satisfy the aggrieved employee with or without back pay based on the arbitrator's decision and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

# ARTICLE 23. STRIKES AND LOCKOUTS

#### SECTION 1. LOCKOUTS:

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

#### **SECTION 2. STRIKES:**

No strikes of any kind within the bargaining unit shall be caused or sanctioned by the Union during the term of this Agreement. Public safety and the protection of property shall be the only consideration of the Police and Fire personnel, regardless of strikes within the community. At no time, however, shall employees be required to act as strike breakers.

# ARTICLE 24. GENERAL PROVISIONS

# SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this Agreement designate both sexes and, whenever the male gender is used, it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause.

The Union recognized its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

# SECTION 2. UNION BULLETIN BOARDS:

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

# SECTION 3. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES:

The Employer agrees that, during working hours on the Employer premises, and without loss of pay, Union representatives shall, within reason, be allowed to carry on such Union activities as are allowed by law.

# SECTION 4. VISITS BY UNION REPRESENTATIVES:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives shall have full force and free access to the premises of the employer at any time during working hours to conduct Union business on a individual basis provided reasonable notice will be given to the Employer.

#### **SECTION 5. WORK RULES:**

- A. The right of the Employer to establish reasonable work rules is recognized.
- B. Informing Employees. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of three (3) consecutive work days before becoming effective.
- C. Enforcing. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- D. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

# SECTION 6. UNIFORMS AND PROTECTIVE CLOTHING:

The Employer shall provide uniforms for daily wear to employees within the Department of Public Works, Water and Wastewater Department and the Cemetery Sexton. The Employer shall also provide required protective clothing, or any type of protective device as a condition of employment. Such protective clothing, or protective device shall be furnished to the employee by the Employer.

# SECTION 7. ADMINISTRATION AND SUPERVISION:

Administration and supervision may, as a general continuing practice, perform work of the kind performed by the persons under them, provided no employee is to be laid off or displaced due to such working. Displacement means that a man is sent home for part or all of his scheduled work period as a consequence of administration or supervisory performing non-supervisory work.

Supervisors shall not be used to circumvent the payment of overtime. However, the parties recognize that the City supervisors are "working supervisors" and their performance of employee work shall not, in and of itself, be evidence of circumvention of overtime.

#### **SECTION 8. PREPARATION OF CONTRACT:**

The Employer agrees to supply each member of the bargaining unit with a copy of this Contract and any further changes or amendments.

#### ARTICLE 25. MANAGEMENT RIGHTS

The Employer shall have the exclusive right to control and direct its employees. This right shall include, among other things, the right to hire, promote, lay off, determine the number of personnel, transfer, discipline, discharge, refuse to hire, set work schedules and standards, make work assignments and direct control of its operations, provided any decision of the Employer which is contrary or in violation of the provisions of this Agreement shall be subject to the grievance procedure. All items of written City policy not in conflict with the terms of this Contract shall remain in full force and effect.

#### ARTICLE 26. TERMINATION AND MODIFICATION

This Agreement shall be in full force and effect, retroactive to July 1, 1998, and shall remain in full force and effect until June 30, 2001. The Contract shall be automatically renewed July 1, 2001, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until such notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to either party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Either party shall have the option to reopen this contract by giving at least a thirty (30) day written notice before July 1, 1999, and July 1, 2000, to the other party for purposes of negotiating current health insurance provisions and health insurance provisions for employees who may retire under this Contract.

IN WITNESS WHEREOF, the parties have 1998.	set their hands this 10th day of
FOR THE UNION:	FOR THE CITY:
President Donald Selden  Clan Maller  Vice President Alan Waller  Chief Steward Richard Winters  Secretary Deborah Barber  Rep. Michigan Council No. 25	Mayor Bill Chlopan  Councilman Charless. Krawczewski  Councilman Robert Spinella  Councilman Winifred L. Riddle  Councilman Carl B. Oxley II  Councilman Vaughn M. Temple  Councilman Vaughn M. Temple  City Manager Scott E. McNeil  Charles A. Councilman Carl B. Oxley II  City Manager Scott E. McNeil
	City Clerk Sharon A. Arnold

#### APPENDIX "A"

# SECTION 1. HAZARDOUS WORK:

Employees who are required to work in excavations under the following conditions will be paid the applicable premium rate of pay.

- 1. The excavations of twelve (12) feet or more where protective devised are not used, such as piling or the portable retaining wall, an employee shall be paid the rate of double time.
- 2. In excavations of twelve (12) feet or more where protective devices are used, such as piling or the portable retaining wall, an employee shall be paid at the rate of time and one-half.

APPENDIX "B" WAGE RATES EFFECTIVE JULY 1, 1998 DEPARTMENT OF PUBLIC WORKS START 3 MOS. 6 MOS. 12 MOS. 18 MOS. MECHANIC 12.27 12.37 13.17 WATER MAINTENANCE 12.39 12.49 12.56 12.61 13.39 HEAVY EQUIPMENT 12.08 12.18 12.28 13.13 WORKING FOREMAN 12.39 12.49 12.56 12.61 13.39 (WATER & SEWER) UTILITYMAN 12.99 MEDIUM EQUIPMENT 9.85 12.13 12.41 12.91 LIGHT EQUIPMENT 11.60 11.76 11.86 12.61 WATER & SEWER ASST. 11.80 11.83 12.61 CREW LEADER 14.51 WASTE WATER TREATMENT PLANT OPERATOR CLASS "B" 12.39 12.49 12.56 12.61 13.39 OPERATOR CLASS "C" 11.98 12.08 12.20 12.23 12.98 OPERATOR CLASS "D" 11.73 11.83 11.90 11.95 12.73 OPERATOR 11.61 11.71 11.78 11.83 12.61 CREW LEADER 14.51 NEWLY HIRED UTILTIY MAN 9.85 10.60 11.35 12.88 CEMETERY SEXTON 10.86 10.98 11.04 11.86 12.36 OFFICE CLERICAL ASST. TO CLERK/TREAS. 9.82 10.07 11.07 SECRETARY 9.58

8.58

CLERK/TYPIST

9.83

8.83

10.83

9.83

APPENDIX "B"
WAGE RATES EFFECTIVE JULY 1, 1999
DEPARTMENT OF PUBLIC

WORKS	START	3 MOS.	6 MOS.	12 MOS.	18 MOS.
MECHANIC	12.67	12.77	13.57		
WATER MAINTENANCE	12.79	12.89	12.96	13.01	13.79
HEAVY EQUIPMENT	12.48	12.58	12.68	13.53	
WORKING FOREMAN (WATER & SEWER)	12.79	12.89	12.96	13.01	13.79
UTILITYMAN	13.39				
MEDIUM EQUIPMENT	10.25		12.53	12.81	13.31
LIGHT EQUIPMENT	12.00	12.16	12.26	13.01	
WATER & SEWER ASST.	12.20	12.23	13.01		
CREW LEADER	14.91				
WASTE WATER TREATMENT PLANT					
OPERATOR CLASS "B"	12.79	12.89	12.96	13.01	13.79
OPERATOR CLASS "C"	12.38	12.48	12.60	12.63	13.38
OPERATOR CLASS "D"	12.13	12.23	12.30	12.35	13.13
OPERATOR	12.01	12.11	12.18	12.23	13.01
CREW LEADER	14.91				
NEWLY HIRED UTILTIY MAN	10.25		11.00	11.75	13.28
CEMETERY SEXTON	11.26	11.38	11.44	12.26	12.76
OFFICE CLERICAL					
ASST. TO CLERK/TREAS.	10.22	10.47		11.47	
SECRETARY	9.98	10.23		11.23	
CLERK/TYPIST	8.98	9.23		10.23	

APPENDIX "B"
WAGE RATES EFFECTIVE JULY 1, 2000
DEPARTMENT OF PUBLIC

DEPARTMENT OF PUBLIC WORKS	START	3 MOS.	6 MOS.	12 MOS.	18 MOS.
MECHANIC	13.07	13.17	13.97		
WATER MAINTENANCE	13.19	13.29	13.36	13.41	14.19
HEAVY EQUIPMENT	12.88	12.98	13.08	13.93	
WORKING FOREMAN (WATER & SEWER)	13.19	13.29	13.36	13.41	14.19
UTILITYMAN	13.79				
MEDIUM EQUIPMENT	10.65		12.93	13.21	13.71
LIGHT EQUIPMENT	12.40	12.56	12.66	13.41	
WATER & SEWER ASST.	12.60	12.63	13.41		
CREW LEADER	15.31		-		
WASTE WATER TREATMENT PLANT					
OPERATOR CLASS "B"	13.19	13.29	13.36	13.41	14.19
OPERATOR CLASS "C"	12.78	12.88	13.00	13.03	13.78
OPERATOR CLASS "D"	12.53	12.63	12.70	12.75	13.53
OPERATOR	12.41	12.51	12.58	12.63	13.41
CREW LEADER	15.31				
NEWLY HIRED UTILTIY MAN	10.65		11.40	12.15	13.68
CEMETERY SEXTON	11.66	11.78	11.84	12.66	13.16
OFFICE CLERICAL					
ASST. TO CLERK/TREAS.	10.62	10.87		11.87	
SECRETARY	10.38	10.63		11.63	
CLERK/TYPIST	9.38	9.63		10.63	