

6/30/2003

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BETWEEN
THE CITY OF CLAWSON
AND
CHAPTER B, LOCAL 574,
AFFILIATED WITH MICHIGAN COUNCIL 25 OF
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO

Clawson, City of

July 1, 1998 to June 30, 2003

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AGREEMENT

THIS AGREEMENT, entered into July 1, 1998, by and between the City of Clawson, Oakland County, Michigan, a Michigan Public Corporation, hereinafter referred to as the "City" and Clawson City Employees Chapter B of Local 574, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.

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

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

The parties agree that this Agreement shall be carried out without discrimination because of age, sex, race, creed or political and Union activities.

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

1. BARGAINING UNIT

(a) 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, as set forth in Michigan Labor Mediation Board Certification, No. R66 A-13 and No. R86 E-178.

(b) All D.P.W. Personnel, Dog Warden and Custodial, excluding Firemen, Policemen, Superintendent, Assistant Superintendent, Inspectors and Engineering Personnel.

(c) All office-clerical personnel.

2. AID TO OTHER UNIONS

The City will not aid, promote or finance any labor group organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

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 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 employment to join or pay the service charge on or before the tenth (10th) day following the thirtieth (30th) day following execution 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 may become members of the Union.

(d) An employee who shall tender an initiation fee and the periodic membership dues and assessments uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions required by this Section.

(e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

(f) The Union agrees to indemnify and save harmless the City from any liability by reason of the enforcement of this Section.

3.1 UNION DUES AND INITIATION FEES

(a) Payment of Check-Off or Direct to Union:

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues form:

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please Print) Last Name First Name Middle Name

Classification _____ S.S. # _____

To _____
(Employer)

Effective _____ I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union No. _____ and effective the same date to deduct from my earnings each _____ an amount to provide for the regular payment of monthly dues.

Notice to All Employees Of The Bargaining Unit: Employees may have their initiation fee and monthly membership dues deducted from their earnings by signing this

Authorization for Check-Off of Dues Form or they may pay dues or service charge directly to the Union. Employees on Check-Off may have the Check-Off canceled as provided in the Agreement and pay dues directly to the Union. However, they must remain members of the Union for the duration of this Agreement.

(b) Deductions: Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The City shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(c) Delivery of Executed Authorization of Check-Off Form: A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder, shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the City.

(d) When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said Form is tendered to the City and shall be deducted from the appropriate pay of the month and each month thereafter.

(e) Delivery of Additional Check-Off Forms: The Union will provide the City any additional Authorization for Check-Off of Dues Forms under which Union membership dues are to be deducted.

(f) Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.

(g) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the local Union as soon as possible after the appropriate pay period. The City shall furnish the designated financial officer of the local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms but for whom no deductions have been made.

(h) Disputes Concerning Check-Off: Any dispute between the Union and the City which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the employee by a representative of the local Union and a designated representative of the City. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure. Until the matter is disposed of, no further deduction shall be made.

(i) Limit of City's Liability: The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the City from any and all claims, demands, suits, or other forms of liability by reason of action taken for the purposes of complying with Section 4 of this Agreement.

(j) List of Members Paying Dues Directly: The local Union will furnish to the City a list of the names of all members paying dues directly to the local Union. Thereafter, the Union will furnish to the City a monthly list of any changes.

(k) Disputes Concerning Membership: Any dispute arising as to an employee's compliance with this Section, shall be reviewed by the designated representative of the City and a representative of the local Union and if not resolved may be decided at the Appeal Board's step of the grievance procedure.

4. STEWARDS AND ALTERNATE STEWARDS

(a) In the Representation Unit, employees in the Unit shall be represented by Chapter Chairperson, Vice-Chapter Chairperson, Chapter Secretary and Stewards who shall be regular employees working in that Unit. In the absence of a Steward, an alternate may be appointed by the Chapter Chairperson. There shall be at least one Steward on each shift.

(b) The number of representation Units in the City shall be two (2), which shall be the D.P.W. and City Hall, unless the number is increased or decreased by agreement between the City and the Union. The City and the Union may re-district the Unit from time to time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this Section of the Agreement. By the Agreement between the parties, proportional representation shall be based upon one Steward for each thirty (30) employees (or fraction thereof) on a shift.

(c) The Stewards, during their working hours, without loss of time or pay, may upon request, investigate and present grievances to the City, provided, however, that any abuse of this privilege shall be a proper subject for special conference.

5. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the City or its designated representatives upon the request of either party, but not more frequently than once a month, except by mutual consent. Such meetings shall be between two (2) but not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda but may be expanded by mutual agreement. Conference shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. In addition, this meeting may be attended by a representative of Council #25 and/or a representative of the International Union.

6. PRESENTING A GRIEVANCE

A grievance is defined as a violation or alleged violation, misinterpretation or alleged misinterpretation of this Agreement, relating to wages, hours or conditions of employment. Any employee having a grievance in connection with his employment shall present it to the City as follows:

- Step 1
- (a) If an employee feels he has a grievance, he shall first notify the Assistant Superintendent, or, in his absence, the Superintendent, that he feels he has a grievance. The City's representative shall notify the Steward, as soon as possible, but, in any event, within two (2) hours, that the employee has requested him.
 - (b) Thereafter the employee shall discuss the matter with the Steward.
 - (c) The Steward may discuss the grievance with the Assistant Superintendent.
 - (d) If the matter is not thereby disposed of, it will be submitted in written form by the Steward to the Superintendent within three (3) working days.
 - (e) A grievance must be submitted within five (5) working days of its occurrence or within five (5) working days after the time when the employee first learned of its occurrence whichever is later, or it shall be considered automatically closed.
- Step 2
- (a) If the Superintendent's answer is not satisfactory, the grievance may be referred to the Chapter Chairperson who may submit his appeal on an agenda to the City within fifteen (15) working days which may be extended by mutual agreement. A meeting between two (2) but not more than three (3) representatives of the Union, and at least two (2) but not more than three (3) representatives of the City shall discuss the grievance or grievances appearing on the agenda within five (5) working days from the date the agenda is received by the City; provided, however, either party may have outside representation present.
 - (b) The Chapter Chairperson or a designated representative shall be allowed such reasonable time as is necessary, without loss of time or pay, for the proper investigation of a grievance or grievances under Step 2(a). The Superintendent will grant him permission to leave his

work for this purpose. The right to receive pay for time lost shall not be abused.

Step 3

- (a) If the representative of the City and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the Council representative. The representative of the Council and/or the International Union will review the matter, and if the Union wishes to carry the matter further, it will within thirty (30) working days of the City's answer refer the matter to arbitration by written notice to the City of their decision to arbitrate the matter.
- (b) In the event the matter is to be arbitrated, it shall be determined by decision of the arbitrator selected by the parties, or in the event they cannot agree upon an arbitrator within five (5) days of the expiration of the notice period, by an arbitrator selected by the rules of the American Arbitration Association.
- (c) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of an arbitrator will be paid by the parties equally.

Finality of Decisions: There shall be no appeal from any decision of an arbitrator.

Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the City.

6.1 WITHDRAWAL OF CASES

(a) A grievance may be withdrawn without precedent and, if so withdrawn, all financial liability shall be cancelled. When two or more grievances involve a similar issue, those grievances may be withdrawal without precedent pending the disposition of the appeal of a representative case and, in such event, the withdrawal without precedent will not affect financial liability.

6.2 GRIEVANCE PROCEDURE - Time of Answers

The City will answer in writing any grievance presented to it in writing by the Union:

(a) by the Superintendent within three (3) working days;

(b) by the designated representative of the City within three (3) working days from the date of the meeting at which the grievance was discussed. The designated representative of the City shall be the City Manager or his designee.

6.3 PAYMENT OF BACK PAY CLAIMS

Should an employee be substituted for by an employee with lesser seniority, contrary to the provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided, or as may be mutually agreed upon, provided, however, no back pay claims shall be considered unless the employee's written claim is presented within five (5) working days of the occurrence or knowledge of same.

6.4 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment, other than self-employment, during the period in question.

7. DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline: The City agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the Unit of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the Unit and the City will make available an area where he may do so before he is required to leave the property of the City, except where removal of the employee is necessary in order to maintain order. Upon request, the City or its designated representative, will discuss the discharge or discipline with the employee and the Steward in an attempt to resolve the same if possible.

(c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the City within two (2) regularly scheduled working days of the discharge or discipline. The City will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 2.

(d) Use of Past Record: In imposing any discipline on a current charge, the City will not take into account any prior infractions (except such infractions of work rules as consumption of alcoholic beverages on the job, theft, or morals offenses which occurred more than two (2) years previously nor impose discipline on any employee for inadvertent error in his Employment Application after a period of two (2) years from his date of hire.

(e) Employee Access to Records: Employees shall be permitted access to their personnel records on request and at reasonable times and dates, but not more than twice annually, by making an appointment with the City Manager or his designee. Any review of records shall only be conducted in the office where such records are located and in the presence of a person designated by the City Manager. Any review of an employee's personnel file shall be done during the non-working hours of the requesting employee. The employee shall not remove any documents from the files. Discipline may be imposed if documents are removed without the authorization of the City Manager. If the employee requests copies of any documents in the employee's personnel file which the City is required to provide, the City may charge a reasonable amount per page, not to exceed .15¢ for photocopying costs and time.

8. SENIORITY - Probationary Employees

(a) New employees hired in the Unit shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment. The one hundred eighty (180) calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period by accumulating one hundred eighty (180) calendar days of employment, he shall be entered on the seniority list of the respective unit, and shall rank for seniority from the one hundred eighty (180) days prior to the date he completed the probationary period. There shall be no seniority among probationary employees. Medical insurance benefits for probationary employees shall begin upon completion of ninety (90) calendar days of probation.

(b) Except as provided herein, 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 Section One of the Agreement. A probationary employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure, except discharged and disciplined employees for Union activity.

(c) Seniority shall be in accordance with provisions hereinafter set forth and in accordance with the employee's last date of hire.

9. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employees.

(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 City will keep the seniority list up-to-date at all times and in the event of change, will provide the local Union with an up-to-date copy at least every ninety (90) days.

10. 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 reversed through the grievance procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the City, except where the employee was unable to give such notice or made a verifiable attempt to do so. After such absence, the City will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made by mutual agreement.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires.

(g) He is absent for three (3) consecutive work days without justifiable reason.

(h) He gives a false reason to obtain a leave of absence.

(i) If he is laid off in accordance with the seniority provisions of this Agreement for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.

11. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the job classification. In proper cases, exception may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made by the employees.

This Article shall not apply to office-clerical personnel.

12. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Chairpersons and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the Unit which they can perform with normal instruction and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

13. SUPPLEMENTAL AGREEMENTS

All Supplemental Agreements shall be subject to the approval of the City and the Chapter. They shall be approved or rejected within a period of ten (10) working days following the date they are filed.

14. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the Unit will be laid off first. Seniority employees within the Unit will be laid off according to seniority, as set forth in Section 8(c) providing the senior employee is qualified and has the ability to perform the work available.

(c) In proper cases, an exception may be made. Disposition of these cases will be a proper matter for a special conference and, if not resolved, it shall then be subject to the grievance and arbitration provisions of this Agreement, beginning at Step 2 of the Grievance Procedure.

(d) Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days notice of layoff. The Chapter Secretary shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

(e) Should a position be eliminated or an employee be displaced, the affected employee shall have the option to displace a lesser seniority employee or fill a vacant position.

15. RECALL PROCEDURE

When the working force is increased after a layoff, the employees Will be recalled according to seniority in reverse order of Section 21. Notice of recall shall be sent to the employees at his last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered to have quit.

16. TRANSFERS

(a) Transfer of Employees: If an employee is transferred to a position under the City not included in the unit and is hereafter transferred again to an open position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) If and when departments, operations, or division fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange between employees will be considered in such cases.

(c) The City agrees that in any other transfer of operations or work to any other department of the City, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly created position in the bargaining unit, employees shall be given the opportunity to transfer on the basis of seniority and ability to perform the work. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the D.P.W. buildings and City Hall, at least seven (7) calendar days prior to filling such a vacancy or newly created position.

17. PROMOTIONS

(a) Promotions within the Unit shall be made on the basis of seniority, as set forth herein. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the D.P.W. buildings and City Hall. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion whom the City determines is qualified shall be granted a four week (4) trial period to determine:

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

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

(b) During the four week (4) trial period, the employee shall have the opportunity to revert back to his former classification. If the employee disqualifies himself during such four week (4) trial period, he shall not be entitled to bid on such job for a period of one (1) year. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the City with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) Promotions to a particular position within a bargaining group shall be confined to members of that particular group.

18. VETERANS LAW

Except as hereinbelow provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

18.1 EDUCATION LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not less than one (1) year and not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of such leave.

19. LEAVES OF ABSENCE

Leaves of absence for reasonable periods not to exceed two (2) years may be granted without pay and without loss of seniority. Any time on such leave shall not be construed as time worked for the purpose of benefits provided for herein. Such leave may be extended for like cause.

Clerical leaves of absence shall be limited to up to one (1) year.

An employee shall be granted a Maternity/Child Care Leave without pay and without loss of seniority upon certification from a physician confirming her pregnancy or upon the birth of the employee's child. The leave shall be limited to up to one (1) year. Extensions may be granted in writing where proper justification is shown.

The employee shall have the option of using her accumulated Sick and/or Vacation days during a Maternity/Child Care Leave. Benefits will continue while the employee is receiving compensation from the City.

The employee shall be reinstated to her/his former position upon expiration of the leave.

20. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the City shall, at the written request of the Union, receive temporary leaves of absence without pay, for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority. Such leave shall be extended for like cause.

(b) For the period July 1, 1998 to June 30, 2003, the City agrees to allow the Union to designate a total of ten (10) days of leave time to be used by Union members without loss of time or pay to attend conventions, meetings, conferences, seminars, etc. designated by the Union. The Union shall determine what members shall be permitted to use this time, the reasons for such use, and the amount of time (within the cumulative total of ten (10) days for the three year period) to be used by any member, subject to the following restrictions:

- (1) prior approval of the leave must be obtained from the City no later than 21 days before the date of the first requested leave day;
- (2) the days may be used up in only one-day allotments (i.e. no fractional days will be approved);
- (3) no more than two Union members may be off on such leave at any one time, except with the City Manager's consent; and
- (4) any member utilizing this leave must present satisfactory evidence to the City Manager of the purpose of the leave and that it meets the intent of this provision.

21. SICK LEAVE

(a) Any seniority employee who is unable to work because of bona fide personal illness or injury or death of any member of his immediate family, shall be entitled to sick leave with pay in accordance with the provisions herein set forth.

(b) Employees shall accrue eight (8) hours sick leave credit for each month of service. A month of service shall constitute (10) days actually worked. Vacation leave and paid holidays shall be considered days worked for purposes herein.

(c) Use of sick leave shall be computed on basis of hours.

(d) Sick leave benefits may be used for (1) personal illness; (2) serious illness or injury of a member of his immediate family; (3) to care for a member of his immediate family, provided the employee's absence from work during working hours is actually necessary for this purpose, and (4) birth of a child of employee or spouse. A maximum of eight (8) hours of sick leave credits will be allowed for birth of a child to employee's spouse. These eight hours shall include the time the employee spends taking his wife and baby home. The foregoing limitations may be exceeded when the attending physician indicates that additional time was necessary.

All dental appointments must be scheduled outside of normal working hours, except in cases of dental emergencies. All medical and doctor's appointments shall be scheduled outside of working hours whenever possible.

(e) The City agrees to post sick leave lists on January 10 and July 10 of each year hereafter.

(f) Sick leave benefits will not be allowed where absence is due to intoxication, unprescribed use of narcotics, or any illness or injury which is compensable under Workers Compensation laws when self-employed for profit or employed by others than the City.

(g) Any employee who becomes ill and is unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the Superintendent or his Assistant prior to the starting time on the first day of his absence, and each day thereafter up to three (3) days, if not hospitalized or sick leave pay will not be allowed. If an employee exceeds three (3) consecutive days off due to illness, he shall, upon return to work, submit a doctor's certificate substantiating the absence or a release to return to work.

(h) The use of forty-eight (48) hours sick leave, in any given year, defined as July 1st through June 30th, will be allowed without submitting a doctor's certificate, provided, however, that a certificate will be required for three (3) consecutive days absence as provided in paragraph (g) of this section.

After an employee has used forty-eight (48) hours in sick leave credits, in any given year, defined as above, the employee must submit a doctor's certificate substantiating the employee's absence.

(i) The parties agree that the employees should not abuse the sick leave plan as provided herein. In the event of verified abuse, such employee may be subject to disciplinary action.

(j) Upon the death of an active employee, the City shall pay to the employee's estate or spouse as permitted by law, fifty percent (50%) of the accrued unused sick leave,

except that in cases of accidental death of an active employee, one hundred percent (100%) shall be paid as aforesaid.

(k) Upon retirement of an employee, the City shall pay fifty-five percent (55%) of accrued sick leave credits if the employee has at least fifty (50) days in his accumulated bank. No compensation will be paid if the employee has less than fifty (50) days accumulation. The number of sick leave credits in days will first be reduced by the number of days paid out by the City under Article 38.

22. FUNERAL LEAVE

An employee shall be allowed up to five (5) working days, as funeral leave days not to be deducted from sick leave for a death in the immediate family, for the express purpose of his attending to funeral arrangements and his attending the funeral. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a member of the employee's household. Any employee selected to be a pallbearer for or desiring to attend the funeral of a deceased employee will be allowed time necessary to attend funeral with pay, not to be deducted from sick leave, but not to exceed one (1) day. The Chapter Chairman or his representative, shall be allowed time necessary to attend the funeral in the event of the death of an employee of the City, without loss of pay, for the exclusive purpose of attending the funeral, but not to exceed one (1) day. One (1) day of funeral leave, chargeable to sick leave, to attend the funeral of a brother-in-law, sister-in-law or stepson or stepdaughter, will be permitted.

An employee will be allowed one (1) working day funeral leave for the express purpose of attending the funeral of the employee's step-daughter or step-son who was not a member of the employee's household at the time of death. Beginning November 1, 1998, an employee will be allowed two (2) working days funeral leave for the express purpose of attending the funeral of the employee's grandparent who is not a member of the employee's household at the time of death.

23. LONGEVITY PAY

(a) Effective July 1, 1992 and during the term of this Agreement, longevity pay will be paid to all employees hired on or before June 30, 1991 as follows:

The City shall calculate the total amount of longevity pay received by each employee during the period July 1, 1991 to June 30, 1992. For the term of this Agreement, this amount shall then be frozen. Each employee shall receive the frozen amount he or she earned during this period as longevity pay for each year of this Agreement.

Example: During the period July 1, 1991 through June 30, 1992 employee A, who had 20 years of service, received \$1500 in longevity pay. For each year of this Agreement, i.e., 07/01/92 to 06/30/93, 07/01/93 to 06/30/94 and 07/01/94 to 06/30/95, Employee A will receive \$1500 payable as set forth in subparagraph (b) below.

There shall be no further increases or step increases of any kind in longevity pay during this Agreement.

(b) The above longevity pay will be paid bi-weekly during the specified period.

24. WORKING HOURS - Shift Premium and Hours

(a) In the event the City establishes a second or third shift, employees who work on the second or third shift shall receive in addition to their regular pay for the pay period, seven percent (7%) per hour and ten percent (10%) per hour, respectively, as additional compensation.

(b) The first shift is any shift that regularly starts on or after 6:00 a.m., but before 9:00 a.m. The second shift is any shift that regularly starts on or after 9:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 6:00 a.m. A shift shall be considered a regular shift if it is for a duration of at least seven (7) calendar days.

(c) When an employee is called into work to perform an emergency service, he shall be paid a rate equal to one and one half (1½) times his regular pay rate, for a minimum of two (2) hours, unless he is called in between the hours of 12:00 midnight and 4:30 a.m., in which event said minimum shall be three (3) hours. On Sundays and holidays, the minimum guarantee for call-in is two (2) hours.

(d) Employees who are scheduled to work, and report in, without having been notified not to report will be guaranteed a minimum of four (4) hours work or pay therefor at their regular straight time hourly rate.

(e) For Office Clerical working hours shall be 8:00 A.M. - 5:00 p.m.

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

(g) Except for office-clerical personnel, employees shall be allowed a fifteen (15) minute wash-up period at the end of the shift.

(h) Employees working at least three (3) hours prior to their regular shift or past their regular shift shall be allowed one (1) fifteen (15) minute break at the end of the three (3) hours.

(i) Effective October 15, 1998, clerical employees who are normally assigned to work at City Hall, but who are required to work at the DPW, will receive a premium of \$.50 per hour for all hours worked in the DPW position.

25. TIME AND ONE-HALF

Time and one-half will be paid as follows;

(a) For all hours worked outside of regular shift.

(b) For Saturday as such, except where a shift starts on Friday and continues into Saturday, provided however, all hours in excess of eight (8) hours shall be paid at time and one-half. If the employee has lost straight time, without excuse, during the regular work week, the City can decline to schedule him on Saturday.

(c) For all hours worked in excess of forty (40) per week.

(d) There shall be no pyramiding of overtime.

26. DOUBLE TIME

All employees shall be paid double time their hourly rate for all hours worked on Sunday as such, for all hours in excess of sixteen (16) per day, and all hours worked on the designated holidays set forth therein in addition to holiday pay.

27. HOLIDAY PROVISIONS

(a) The paid holidays are designated as; New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th, Christmas Day, and December 31st. Employees who do not work on a holiday will be paid their current rate based on a regular hourly day for said holidays. Employees who work on a holiday will receive, in addition to their regular current pay for such holiday, additional pay of double time their current rate for each hour worked. Effective July 1, 1999, employees will be entitled to one (1) floating holiday each contract year.

(b) Should a designated holiday fall on Saturday or Sunday, the preceding Friday shall be considered as the holiday. Should a legal holiday fall on Saturday or Sunday, the succeeding Monday shall be considered as the holiday. The City shall determine and notify the Union of designated legal holidays at least one year in advance of the holiday.

(c) Employees shall be allowed five (5) personal days during the next succeeding fiscal year. All employees shall earn one and one-quarter ($1\frac{1}{4}$) personal business days for each three (3) months employment, which shall be taken by the employee the next succeeding fiscal year.

New hires shall be allowed leave days on the basis of one and one-quarter ($1\frac{1}{4}$) days for each three (3) months of service during the first year of employment.

For office-clerical personnel, business days may be used in the year in which they are earned. Unused personal days may not be accumulated.

(d) To be eligible for holiday pay, an employee must work his last scheduled work day before and his next scheduled work day after the designated holiday, unless he has an excused absence or is on vacation leave. Employees will also be paid for holidays in

instances where the Superintendent or his designated representative has authorized personal time off.

28. VACATION ELIGIBILITY

(a) Vacation eligibility shall be determined as of July 1 (the first day of the fiscal year).

(b) All vacations shall be earned by the employees on the basis of prior year service with the City. (Example: the July 1, 1978, through June 30, 1979 year will be earned in July 1, 1977, through June 30, 1978).

(c) Vacation credits earned during the fiscal year shall be made available to such employees after July 1 of the year in which they are accrued, anything to the contrary notwithstanding.

(d) The employee shall be furnished by the City Clerk a record of his accrued vacation credits as of July 1, each year for the prior fiscal year,

(e) An employee will earn credit toward vacation with pay, in accordance with the following schedule:

<u>Seniority</u>	<u>Number of days of vacation credit earned for each month of service during previous fiscal year.</u>
Six (6) months but less than five (5) years (from six (6) months to four (4) years).	Five-sixths (5/6) of a working day per month up to a maximum of ten (10) working days.
Five (5) years but less than ten (10) years (from four (4) to nine (9) years).	One and three-twelfths (1-3/12) days per month and up to a maximum of fifteen (15) working days.
Ten (10) years but less than fifteen (15) years (nine (9) years to fourteen (14) years).	One and two-thirds (1-2/3) working days per month up to a maximum of twenty (20) working days.
Fifteen (15) years and over.	Two and one-twelfth (2-1/12) days per month up to a maximum of twenty-five (25) working days.

(f) An employee must work at least ten (10) of the regularly scheduled working days in a month in order to earn vacation credit for such month. Time not worked but paid for by the City, shall be treated as time worked for this purpose.

(g) Employees with less than six (6) months of service at the time vacations are assigned will not be placed on the vacation schedule until he qualifies. Employees must be in employment of the City by July 1st in order to qualify for vacation for that year.

(h) The City will pay vacation to employees who leave the City employment prior to taking his vacation for the following reasons:

(1) An employee who quits with five (5) calendar day's notice to the City.

(2) An employee who is placed on indefinite lay-off or separated from the City for reasons other than disciplinary action.

(i) Vacation time will be posted once a year.

29. VACATION PERIOD

(a) Vacation schedules shall be set up by the Superintendent and Department Heads. Vacations will be granted at such times during the year as are requested by the employees, subject to the understanding that the City must continue to operate efficiently in all areas covered hereby. In some areas, employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to unit seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

(b) Vacation shall generally be taken in a period of consecutive days. In proper cases, exceptions may be made to allow for the scheduling of a single day of vacation, provided, however, no employee will be allowed to use or schedule vacation time in blocks of less than eight (8) hours. Vacation may be split into one or more weeks, provided such scheduling does not drastically interfere with the efficient operation of the department.

In applying the provisions of Section 29(a) of the Agreement, not more than four (4) of the D.P.W. work force may schedule vacation at the same time; provided that only the number of individuals designated below may be scheduled off at any time in each of the following Departments/Classifications:

General Maintenance	two (2)
Water and Sewer	one (1)
Parks and Recreation	one (1)
Motor Pool	one (1)
General (Humane Officer)	one (1)

(c) In scheduling vacation, an employee may use vacation to be divided in one, two, three, or four individual days as provided in paragraph (b). However, full weeks of vacation take precedence over the scheduling of individual days. In scheduling single days, seniority governs any conflict.

(d) Except for office-clerical personnel, when a designated holiday is observed by the City during a scheduled vacation, the employee will be paid for the designated holiday in addition to vacation pay.

(e) A vacation may not be waived by an employee and extra pay received for work during that period. In proper cases, exceptions may be made.

(f) If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(g) A maximum of ten (10) days vacation may be postponed from one year to another and made cumulative. Any other vacation time will be forfeited unless completed in the year in which it is accumulated. Office Clerical employees shall have the option of being paid for unused vacation to a maximum of ten (10) days per fiscal year. Employees will be allowed to carry over a maximum of ten (10) vacations days per fiscal year.

(h) Vacation may be taken by an employee prior to July 1 upon written permission of the City Manager. However, the time taken as vacation is in advance from vacation time normally taken in the following fiscal year and deducted from the employee's accrued vacation credit.

30. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation upon at least one (1) week's prior written request to the Superintendent. The advance check paid to the employee shall, except in cases of unforeseen overtime hours, contain not less than 90% of the employee's net pay and 90% of the employee's overtime worked for the pay period. The balance due the employee shall be paid on the employee's regular pay date.

(b) If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received vacation credit at the time of layoff for the current calendar year, will have such credit deducted from his vacation the following year.

(c) Employees shall not be entitled to receive accumulated and current vacation pay credits if any of the following applies:

(1) If an employee fails to give at least one (1) week's notice in advance of termination date.

(2) If a probationary employee's employment is terminated before completing his probationary period.

(d) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

31. UNION BULLETIN BOARDS

(a) The City will provide bulletin board space in each D.P.W. Building and City Hall which may be used by the Union for posting notices of the following types:

- (1) Notice of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.

(b) The bulletin board shall not be used by the Union for disseminating propaganda and, among other things, shall not be used for posting or distributing pamphlets dealing with political matters.

32. TEMPORARY ASSIGNMENTS

(a) In the event temporary assignments are made by the City for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., the senior employee who has the ability to perform such jobs shall be given the opportunity to perform the job. The employee performing the work shall receive the rate of pay of the highest classification.

Assignment will be made from the maintenance and general sanitation area.

The lowest seniority man in that area shall be assigned.

The seniority list in the maintenance and sanitation area shall be exhausted before assignment of the lowest seniority personnel from other areas.

(b) The provisions of this section shall not apply to laborers who have been replaced by seasonal help, i.e., laborers or packers being replaced in summer.

(c) As to the temporary assignment of personnel not under circumstances involving vacation or illness, the necessity for such reassignment shall be at the sole direction of the Assistant Superintendent or Superintendent. Any reassignment hereunder will be on the basis of seniority.

(d) When a new job is placed in the office-clerical unit and cannot be properly placed in an existing classification, the City will notify the Union prior to revising a classification or establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

33. CLASSIFICATION LEVELS

Effective immediately with the ratification of this Bargaining Agreement, the following classifications shall exist within the Department of Public Works:

(a) Maintenance Level I. This is an entry level position and shall be held by an individual for the period of two (2) years. A person in this level shall not be entitled to fill a position of Crew Leader on a permanent basis unless there are no other applicants until he has served at least six (6) years of continuous employment with the City in this level.

(b) Maintenance Level II. Persons at this level shall have been continuously employed with the City for a period of six (6) years or more.

(c) Maintenance Level III.

(d) Crew Leader and Mechanic. This category shall have at least three persons designated as Crew Leader, subject to the decision of the Superintendent. Each Crew Leader shall be assigned responsibilities to be performed or assigned by them to Maintenance Levels I, II, or III, as deemed necessary and as the Assistant Superintendent and Superintendent shall from time to time determine. Job duties shall be assigned by the Crew Leaders and the Assistant Superintendent and Superintendent with primary consideration being given to seniority and experience.

(1) If a Crew Leader is absent from work for any reason whatsoever and it is necessary, as determined by the Assistant Superintendent or Superintendent to have the position temporarily filled, the next senior person within a department not presently serving as a designated Crew Leader may fill the vacancy and during such time receive the pay for that position.

(2) Discipline for any infraction or violation of the provisions of this Contract or the unwillingness to follow any assigned task will be under the authority of the Assistant Superintendent or Superintendent.

The following compensation shall be paid to the foregoing classifications as follows:

A. Maintenance Level I

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
Entry	\$ 11.70	\$ 12.04	\$ 12.42	\$ 12.79	\$ 13.17
6 mos.	13.71	14.12	14.54	14.98	15.43
1 year	14.38	14.80	15.25	15.71	16.18
18 mos.	15.35	15.81	16.28	16.77	17.27

B. Maintenance Level II

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
	\$ 16.46	\$ 16.96	\$ 17.46	\$ 17.99	\$ 18.53

C. Maintenance Level III

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
	\$ 17.80	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03

D. Crew Leaders

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
	\$ 18.41	\$ 18.96	\$ 19.53	\$ 20.12	\$ 20.72

E. Mechanic

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
	\$ 18.60	\$ 19.15	\$ 19.73	\$ 20.31	\$ 20.92

Vacancy - Crew Leader. A permanent vacancy in the position of Crew Leader need not be immediately filled with a permanent replacement, if in the opinion of the Superintendent such a designation is not necessary. However, after six months, the vacant position of Crew Leader shall be filled by posting the position. The person with necessary qualifications and seniority shall fill the position of Crew Leader.

Departments. Crew Leader shall be designated for the following departments: Parks and Recreation, Water and Sewer, and General Maintenance. Mechanic and Mechanic Helper shall be assigned to the Motor Pool which shall not be a separate department nor under any existing department.

Duties - Responsibilities of Crew Leader. The Crew. Leader shall be subject to the supervision and direction of the Assistant Superintendent and Superintendent. He shall be responsible for supervising the successful performance and completion of all duties and responsibilities assigned to his department from time to time by the Assistant Superintendent and Superintendent. He shall have responsibility for the direction of the work force under his department and their performance of the tasks assigned to that department. He shall be responsible for any temporary reassignment of personnel from his department as deemed necessary by the Assistant Superintendent and Superintendent. He shall in general follow the directions given him by the Assistant Superintendent and Superintendent.

Duties - Personnel. Existing duties, including any presently existing secondary assignment, shall continue to remain in effect under the terms of this Agreement.

Rates for New Jobs. When a new job is placed in the unit and cannot be properly placed in an existing classification, the City will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

(f) As to office-clerical employees, the following classifications shall exist:

Administrative Clerk I

<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
\$ 12.26	\$ 12.63	\$ 13.01	\$ 13.40	\$ 13.80

Administrative Clerk II

<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
\$ 13.37	\$ 13.77	\$ 14.18	\$ 14.61	\$ 15.05

Administrative Clerk III

<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/01/01</u>	<u>07/01/02</u>
\$ 15.77	\$ 16.24	\$ 16.73	\$ 17.23	\$ 17.75

(Dispatcher)

Deputy Treasurer

Deputy Clerk

The City shall have the right to place new hires at the highest level of Administrative Clerk II or the lowest level of Administrative Clerk III.

The City shall provide a uniform allowance or, at its option, a uniform for the person performing the duties of dispatcher.

In the event the positions of Deputy Clerk or Deputy Treasurer become permanently vacant, the City will have the right to fill the positions as Administrative Clerk. However,

should the City determine to fill either of the Deputy positions, such jobs will be filled in accordance with the contract.

34. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee will be expected to report for work on regular work days if he is not scheduled for jury duty on such day.

35. SAFETY COMMITTEE

A Safety Committee of employees of the City's representatives is hereby established. This Committee will include two (2) members of the Chapter and shall meet, upon request of either party, not more than once per month during regular day time working hours for the purpose of making recommendations to the City. The City shall establish the time and place of such meeting.

36. HOSPITALIZATION INSURANCE

(a) The City shall furnish hospitalization medical coverage for the employee and his family. The plan shall be Blue Cross-Blue Shield Plan "S" with a P.P.O. and Preferred Prescription Drug Plan. Employees shall have the option to switch to an H.M.O. plan if five or more employees sign up. Employees must elect coverage under the P.P.O. or H.M.O. plans at the beginning of each Blue Cross year. Blue Cross-Blue Shield coverage as provided above shall apply to retirees as follows:

(1) Disability retirees and family upon approval of pension by MERS.

(2) Blue Cross-Blue Shield will be paid to employee and family upon approval of pension by the Retirement Board.

(3) The special Blue Cross hospitalization plan for age 65 and over shall be applied to all retired employees and their families, provided the employee or his spouse is covered by Medicare.

(b) Employees who are covered by other hospitalization insurance, and who opt not to be covered by the City's hospitalization plan shall receive a stipend as follows:

all eligible persons	\$125.00 per month
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In order to opt out of coverage under the City's hospitalization plan, an employee must do so in writing on a form provided by the City, and must provide the City Manager with acceptable proof that the employee and eligible dependents, if any, are covered by other insurance. By way of example, and not limitation, if an employee would normally be covered by the City's 2 person insurance, the employee must show proof that the employee and spouse are covered by other 2 person insurance. Similarly, an employee who normally

would be covered under the City's family insurance must show that the employee and all family members are covered by another family insurance plan.

Stipend to be received by employees who opt out of the City's hospitalization plan will be paid on December 1 and June 1 for the preceding months. Employees who lose their other coverage may be added back to the City's hospitalization plan coverage, subject to all Blue Cross/Blue Shield's rules, the next month.

(c) The City shall provide a Dental Care Plan at no premium cost to the employee, said plan to be Delta Dental Plan of Michigan or equivalent, to wit: 75/25 co-pay up to a limit of \$800. The co-pay shall be 80/20 up to a limit of \$900.00. Orthodontic coverage shall be provided on a 50/50 co-pay basis with a maximum amount per lifetime of \$800 per member or per dependent child living in the household.

(d) The City shall provide co-op optical Plan V at no cost to employee. The City shall pay up to \$100.00 for an examination by an ophthalmologist once every two years. The City shall provide replacement lens for mechanics' glasses destroyed or damaged while working up to three (3) times per contract year, provided, however, that evidence that the destruction or damage requiring replacement is work related, satisfactory to the Superintendent, is presented by the mechanic.

(e) The City shall have the right to change the carrier for all insurance provided for in this Article 36, provided, however, that the change in carrier will be done with reasonable advance notice to the union, and benefits will be equal to or better than current insurance benefits.

37. WORKERS COMPENSATION - On-The-Job Injury

(a) A "duty disability leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers Compensation Act.

(b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, whenever possible, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

(c) Employees on duty disability leave shall not accrue sick leave.

(d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay not chargeable to sick leave as follows:

(1) First Thirteen Weeks - The City will pay the employee each week, an amount equal to his net take-home pay on the basis of a forty (40) hour week less that amount of Workers Compensation for which the employee is eligible for such week, such payments to continue for a maximum of thirteen (13) consecutive weeks of absence.

(2) Fourteenth through Twenty-Sixth Week - The City will pay the employee each week an amount equal to eighty percent (80%) of his net take-home pay on the basis of a forty (40) hour week, less the amount of Workers Compensation for which the employee is eligible for such week, such payments to continue from the fourteenth through the twenty-sixth (14 - 26) consecutive weeks of absence.

The Employee has the option to receive the balance of net take-home pay chargeable to sick leave.

(3) After Fourteen Days Continuous Absence - Workers Compensation will reimburse the employee at the standard Workers Compensation rate for the first week's absence previously paid by the City. Employees shall immediately reimburse the City upon receipt of such payment.

38. LIFE INSURANCE COVERAGE

(a) The City shall provide term insurance at no cost to the employee. Effective date shall be the earliest that the City can obtain coverage.

The employee shall be covered by a policy equal to one hundred twenty-five percent (125%) of base salary plus longevity with a guaranteed minimum face value of Twenty-Three Thousand Dollars (\$23,000.00).

39. OVERTIME EQUALIZATION

Equalization of overtime hours agreement will be negotiated locally by department and by job classification. Failure of both parties to so negotiate shall be deemed a waiver of this clause.

This Article shall not apply to the office-clerical employees.

40. APPENDIXES

The following appendixes are incorporated and make a part of this Agreement:

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|------------|--|
| Appendix A | Pensions, Existing Pension Plan, B-2 and B-3 and FAC-3 (Michigan Municipal Employees Retirement System) as on file at City Hall. |
| Appendix B | Classifications and Rates. |
| Appendix C | Job Description to be negotiated locally, vacation, holiday and working hour exceptions. |
| Appendix D | Seasonal and Temporary Employment Status. |
| Appendix E | Uniforms and Protective Clothing. Excludes office-clerical personnel, except for dispatchers. |

41. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 12:01 a.m., July 1, 2003.

(a) If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination, withdraws the same prior to termination date, the Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall sixty (60) days prior to July 1, 1998 , give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on the termination date by ten (10) days' prior written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union at 23855 Northwestern Highway, Southfield, Michigan 48075; and if to the City, addressed to the City of Clawson, 425 North Main Street, Clawson, Michigan 48017; or to any such address as the Union or the City may make available to each other.

42. EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1998, except for those provisions made effective on other dates as otherwise indicated in this Agreement.

43. MANAGEMENT RIGHTS

(a) The Union recognizes the City's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Clawson in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the City has all the customary and usual rights, power, functions and authority of management. It is recognized that the management of the City, and control of its properties and the maintenance of order and efficiency is solely a responsibility of the City. Among the rights and responsibilities belonging to the City are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

(b) It is further recognized that the responsibility of the Management of the city for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth herein is vested exclusively in the City.

(c) The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

44. MAINTENANCE OF STANDARDS

(a) The City agrees that all customary and usual conditions of employment in its individual operation relating to general working conditions and other customary and usual conditions of employment within its individual operation excluding wages and hours of work, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

(b) Any disagreement between the local Union and the City with respect to this matter shall be subject to the grievance procedure.

(c) The City agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

45. SAVINGS CLAUSE

If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be effected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the City, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

46. NO STRIKE -NO LOCKOUT

(a) The Union officers or staff will not cause or authorize or encourage its members to cause nor will any member of the bargaining unit take part in any strike, sit down, stay-in or slowdown, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement.

(b) In the event of a work stoppage, or other curtailment, the Union officers, as soon as possible, will notify the involved employees to immediately cease the offending conduct and that they are in violation of the law.

(c) The City shall have the right to discipline up to and including discharge, any employee who participates in or gives leadership to any activity prohibited by this section in disregard of the notification provided in (b) above.

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

FOR THE UNION:


CHAPTER B, LOCAL 574, AFFILIATED
WITH MICHIGAN COUNCIL 25 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO



Michael Pearsall
Chapter Chair


Machele Kukuk

FOR THE CITY:

CITY OF CLAWSON, OAKLAND
COUNTY, MICHIGAN


Barbara Iseppi
Mayor


Carol Kanirie
City Clerk



Timothy LaFave



Joseph Merucci
City Manager



Milt Tambor
Representative, AFSCME Council 25

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APPENDIX A

The pension plan shall be B-3, FAC3.

The plan is non-contributory.

For a description of the Plan, see the MERS handbook.

Pursuant to the current MERS pension plan, the City will offer an early retirement option during a window period which will be offered sometime during 1999, and will allow eligible employees to take advantage of the early retirement option involving a B-4, F-50 option beginning no later than March 1 to June 30, 1999. The City will offer a second early retirement option of the same type during a window period which will be offered June 1, to September 30, 2002, and will allow eligible employees to take advantage of the early retirement option beginning no later than September 30, 2002. The Union will pay ½ of total cost of any required evaluation for the window offered in 2002. The only employees who will be eligible for these windows are those actually 50 years of age and having 25 actual years of service with the City, except that those employees who are at least 60 years of age and have 10 actual years of service will also be eligible for the window to be opened in 1999. No purchased years or credits will be allowed for any window. Beginning July 1, 1999, all employees hired on or after July 1, 1999 will not be eligible to participate in the current pension plan. Instead, those employees will have a MERS defined contribution plan established for them. The City's annual contribution to that plan will be 8%. Employees can contribute 2%, and the City will match up to 2%.

APPENDIX B

CLASSIFICATIONS AND RATES PER HOUR

	<u>07/01/98</u>	<u>07/01/99</u>	<u>07/01/00</u>	<u>07/091/01</u>	<u>07/01/02</u>
Administrative Clerk I	\$ 12.26	\$ 12.63	\$ 13.01	\$ 13.40	\$ 13.80
Administrative Clerk II	\$ 13.37	\$ 13.77	\$ 14.18	\$ 14.61	\$ 15.05
Administrative Clerk III (Dispatcher, Deputy Treasurer, Deputy Clerk)	\$ 15.77	\$ 16.24	\$ 16.73	\$ 17.23	\$ 17.75

1998-1999 UNION CLERICAL HOURLY WAGE SCHEDULE

Position - Administrative Clerk I	Start (0 months) \$11.15	After 6 months \$11.34	After 12 months \$11.52
	After 18 months \$11.70	After 24 months \$11.89	After 30 months \$12.08
	After 36 months \$12.26		
Position - Administrative Clerk II	Start (37 months) \$12.54	After 6 months \$12.91	After 12 months \$13.37
Position - Administrative Clerk III	Start (49 months) \$13.65	After 6 months \$14.71	After 12 months \$15.77

1999-2000 UNION CLERICAL HOURLY WAGE SCHEDULE

Position - Administrative Clerk I	Start \$11.48	After 6 months \$11.68	After 12 months \$11.87
	After 18 months \$12.05	After 24 months \$12.25	After 30 months \$12.44
	After 36 months \$12.63		
Position - Administrative Clerk II	Start (37 months) \$12.92	After 6 months \$13.30	After 12 months \$13.77
Position - Administrative Clerk III	Start (49 months) \$14.06	After 6 months \$15.15	After 12 months \$16.24

2000-2001 UNION CLERICAL HOURLY WAGE SCHEDULE

Position - Administrative Clerk I	Start \$11.82	After 6 months \$12.03	After 12 months \$12.23
	After 18 months \$12.41	After 24 months \$12.62	After 30 months \$12.81
	After 36 months \$13.01		
Position - Administrative Clerk II	Start (37 months) \$13.31	After 6 months \$13.70	After 12 months \$14.18
Position - Administrative Clerk III	Start (49 months) \$14.48	After 6 months \$15.60	After 12 months \$16.73

2001-2002 UNION CLERICAL HOURLY WAGE SCHEDULE

Position - Administrative Clerk I	Start \$12.17	After 6 months \$12.39	After 12 months \$12.60
	After 18 months \$12.78	After 24 months \$13.00	After 30 months \$13.19
	After 36 months \$13.40		
Position - Administrative Clerk II	Start (37 months) \$13.71	After 6 months \$14.11	After 12 months \$14.61
Position - Administrative Clerk III	Start (49 months) \$14.91	After 6 months \$16.07	After 12 months \$17.23

2002-2003 UNION CLERICAL HOURLY WAGE SCHEDULE

Position - Administrative Clerk I	Start \$12.54	After 6 months \$12.76	After 12 months \$12.98
	After 18 months \$13.16	After 24 months \$13.39	After 30 months \$13.59
	After 36 months \$13.80		
Position - Administrative Clerk II	Start (37 months) \$14.12	After 6 months \$14.53	After 12 months \$15.05
Position - Administrative Clerk III	Start (49 months) \$15.36	After 6 months \$16.55	After 12 months \$17.75

APPENDIX C

CLASSIFICATIONS OF EMPLOYEES

(a) Classification of Employees:

<u>Department</u>	<u>Position</u>
Clerk's Office	Administrative Clerk Administrative Clerk
Building/Engineering / Recreation	Administrative Clerk
Police	Administrative Clerk / Dispatcher Administrative Clerk / Dispatcher
Treasurer's Office	Administrative Clerk
Water	Administrative Clerk

(b) Vacation Scheduling

In applying the provision of Section 29(a) of the Agreement, the City and the Union have agreed that not more than four (4) employees of the D.P.W. work force may be scheduled on vacation at the same time. Of the four (4) employees who may schedule vacation at the same time, only two (2) may be on vacation at the same time from the General Maintenance and Sanitation Department and only one (1) may be on vacation at one time from the Water and Sewer and Parks and Recreation Department for a maximum total of four (4) employees on vacation at the same time. However, not more than one (1) employee may be scheduled off at any time in each of the following groups of classifications:

Group (A) Mechanic and Mechanic Helper

Group (B) Special Assignment - Hydrant Flushing

Employees assigned to hydrant flushing will work a special shift from 10:00 p.m. to 4:00 a.m. of the following day at eight (8) hours pay.

Group (C) Animal Control Officer and his/her backup.

(c) Working Hours

Working hours for DPW employees, including clerical workers assigned to DPW, shall be 7:00 a.m. - 3:30 p.m., except for that employee assigned to meter reading.

For Office Clerical employees, except for dispatchers, working hours shall be 8:00 a.m. to 5:00 p.m. For Dispatchers, working hours shall be as designated by the Chief of Police, and shall be either 7:30 a.m. to 4:00 p.m. with a ½ hour unpaid lunch; or 8:00 a.m. to 5:00 p.m., with a 1 hour unpaid lunch.

APPENDIX D

SEASONAL, TEMPORARY EMPLOYEES

1. DEFINITIONS

(a) A seasonal employee shall mean any employee who is employed primarily during the summer months from May 1st through October 30th.

(b) A temporary employee is an employee who either (i) works irregularly, (ii) normally works a schedule of less than twenty (20) hours per week, or (iii) is hired in connection with a specific project, work on which will not extend beyond its completion.

2. APPLICATION OF SENIORITY TO SEASONAL, TEMPORARY EMPLOYEES

(a) Seasonal, temporary employee shall not acquire seniority.

(b) In a reduction of the working force, seasonal, temporary employees shall be laid off first, in any order.

3. APPLICATION OF FRINGE BENEFITS TO TEMPORARY, SEASONAL EMPLOYEES

(a) Seasonal, temporary employees are not eligible for vacation, holiday pay, sick leave, jury duty pay, insurance, pensions, uniforms, duty disability leave, or any other benefit expressly made applicable to seniority employees.

4. WAGE RATES FOR SEASONAL, TEMPORARY EMPLOYEES

(a) Seasonal and temporary employees may be hired for general labor duties at whatever rate the City is able to hire them at.

APPENDIX E

UNIFORM AND PROTECTIVE CLOTHING

1. The City shall furnish each DPW employee, after probation, at its expense, four (4) sets of winter uniforms, three short sleeve shirts, one (1) outer jacket and rubber gloves as required; and shall replace the items aforementioned as they become unserviceable upon employee returning to City said unserviceable item.
2. The employee shall comply with the rules established from time to time by the City covering the use, wear and care of the uniforms and of the outer jacket.
3.
 - (a) The City shall pay each employee the sum of \$16.50 per month as a maintenance allowance to cover cleaning and maintenance of the uniforms and jacket as issued, in addition to the sum of \$62.00 per year during the contract term.
 - (b) Beginning July 1, 1999 the City shall pay each employee the sum of \$25 per month as a maintenance allowance to cover cleaning and maintenance of the uniform and jacket as issued.
 - (c) The said cleaning and maintenance allowance shall include the attachment and replacement of identification patches as issued by the City.
4. The maintenance allowance shall be paid in one installment as follows, to-wit:
 - (a) First pay in December.
 - (b) Employees terminating before the end of the fiscal year shall refund \$16.50 for each full month between termination date and June 30.
5. For Office-Clerical employees, the City shall provide uniforms and a uniform cleaning allowance, as set forth above for DPW employees, for employees performing duties of Dispatcher.
6. Beginning July 1, 1999, clerical employees whose regularly scheduled assignment is to work at the DPW building will receive the cleaning allowance set forth in paragraph 3(b) above.

APPENDIX F
TUITION REIMBURSEMENT

Beginning November 1, 1998 tuition reimbursement shall be provided to bargaining unit members for classes and courses that relate to duties performed by employees for the City of Clawson. Prior approval by the employee's supervisor and City Manager must be obtained before reimbursement will be received. Successful completion of the course is required in order to receive reimbursement.

LETTER OF UNDERSTANDING

BETWEEN

**THE CITY OF CLAWSON
AND
CHAPTER B, LOCAL 574, AFFILIATED WITH
MICHIGAN COUNCIL 25 OF THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

The City of Clawson (the "City") and Chapter B, Local 574, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

**REGARDING THE CITY OF CLAWSON ANTI-DRUG
AND ALCOHOL ABUSE POLICY FOR EMPLOYEES
HAVING COMMERCIAL DRIVERS LICENSES**

The parties agree that, beginning July 1, 1996, the attached anti-drug and alcohol abuse policy for Employees having commercial drivers licenses shall have full force and effect and govern the Employees having commercial drivers licenses.

CITY OF CLAWSON

CHAPTER B, LOCAL 574, AFFILIATED
WITH MICHIGAN COUNCIL 25 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

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LETTER OF UNDERSTANDING

BETWEEN

**THE CITY OF CLAWSON
AND
CHAPTER B, LOCAL 574, AFFILIATED WITH MICHIGAN COUNCIL 25
OF THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

The City of Clawson (the "City") and Chapter B, Local 574, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

REGARDING EMPLOYEE'S BANKING OF COMP TIME

The parties agree that, beginning January 1, 1999, an employee may, at his or her option, record overtime at the applicable rate as set forth in the contract, and store it in a "comp time" bank, in lieu of being paid for such overtime. An employee may "bank" only a maximum of forty (40) total hours of comp time during the one year period beginning January 1, 1999 and ending December 31, 1999. All such comp time "banked" during calendar year 1999 must be used by the employee on or before June 30, 2000. Time not used will be paid at the rate at which the comp time was earned at the time it was banked by the employee.

The City shall have the right to approve usage of comp time by any employee, and usage of such comp time is subject to the City's scheduling needs.

This Letter of Understanding may be cancelled by the City or by the Union, upon sixty (60) days written notice to the other party. If such notice is given, this Agreement shall terminate on December 31, 1999, and the City shall have no further obligation to continue this program, even upon expiration of the Collective Bargaining Agreement to which it applies.

CITY OF CLAWSON

CHAPTER B, LOCAL 574, AFFILIATED
WITH MICHIGAN COUNCIL 25 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

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