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6/30/96

LOCAL 3120 - CONTRACT 1993-1996

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF FERNDALE, MICHIGAN

AND

LOCAL 3120

JULY 1, 1993 - JUNE 30, 1996

Ferndale, City of

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Effective July 1, 1993 - Expiring June 30, 1996

AGREEMENT

Between the City of Ferndale and Local 3120, Ferndale City Employees, its successors and/or assigns, now affiliated with Michigan Council #25 and Chartered by the American Federation of State, County and Municipal Employees Union (AFL-CIO).

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and the Employees, which will serve the best interests of the citizens of Ferndale.

ARTICLE I - RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of the employees included in the bargaining unit, which consists of the hourly rated employees in the Department of Public Services and the Parking Authority, as set forth by classification in Schedules "A", "B" and "C" but excluding all part-time, casual and seasonal employees and all other personnel not set forth in Schedules "A", "B" and "C."

Section 2.

The City recognizes and will not interfere with, restrain, or coerce employees in their right to self-organization, to form, join or assist labor organizations, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining. The Employer will not permit any other group or Union to solicit membership or collect dues on the Employer's time.

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Section 3.

The Employer recognizes the established rights as explained by Act 379 and this Agreement, responsibilities, and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer for making and keeping this Agreement.

ARTICLE II - AGENCY SHOP

Section 1.

To the extent that the laws of the State of Michigan permit, it is agreed that:

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 to continue membership in the Union or pay a monthly service charge for the duration of this Agreement.

B. Employees covered by this Agreement, as defined in the Article entitled, "Recognition," who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly Union dues as a contribution toward the administration of this Agreement.

C. Employees covered by this Agreement, as defined in the Article entitled, "Recognition," who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days of service, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (B) above.

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Section 2.

Any employee who fails to comply with the provisions set forth above shall, at the request of the Union to the Employer, be discharged from the service of the Employer ten (10) days after such employee receives notification from the Employer of such employee's violation of this article.

ARTICLE III - UNION DUES AND INITIATION FEES

Section 1. PAYMENT BY CHECK-OFF

Employees who are members of Local 3120 American Federation of State, County and Municipal Employees Union (AFL-CIO), shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off Form:

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so who is covered by this Agreement, the amount specified upon the authorization form. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City with the current authorization form utilized by AFSCME at the time of their membership. This authorization shall be irrevocable during the term of this Agreement. Changes in the regular amount of monthly dues or service bargaining fee may be made no more than once in a twelve (12) month period. Such change shall require signed, written authorization from the President and Secretary/Treasurer of the Union.

Union dues will be deducted by the City the first pay of each month during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the Union Secretary/Treasurer of Local Union 3120.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

ARTICLE IV - SAVE HARMLESS

In the event that the City discharges or attempts to discharge an employee for failure to comply with the provisions set forth in Article II, the Union agrees to indemnify and hold the City harmless from any and all damages and judgments which may result from such action while complying with the provisions of this Article. Further, 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 from wages earned by employees as spelled out in Article III. The Union will protect and save the City harmless from any and all claims, demands or suits by reason of the action taken or not taken by the City for the purpose of complying with the provisions of these articles.

ARTICLE V - MANAGEMENT RESPONSIBILITY

It is not the purpose of this Agreement to infringe upon or impair the normal rights of the City to make and place in effect its decisions concerning municipal operations. The City, on its own and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws in the Constitution of the State of Michigan and the United States, and the Charter of the City of Ferndale, except that which has been specifically abridged, delegated, granted or modified by this Agreement; and further, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment that are not specifically enumerated in this Agreement, including, by way of illustration and not by way of limitation, the following rights:

1. All matters involving public policy.
2. To determine the number, location and types of facilities and installations.
3. To direct the work force.

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4. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used.
5. To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
6. To construct new facilities, or to improve existing facilities.
7. To determine the size of the work force.
8. To carry out cost and general improvement programs; provided however, that an application or enforcement of said matter shall be subject to the grievance procedure.
9. To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competence of employees to perform available work as provided for in this Agreement.
10. To discipline for cause and to maintain discipline and efficiency of employees.
11. To suspend or discharge for just cause.
12. To determine the amount of overtime to be worked, as provided for in this Agreement.
13. To establish a general policy for training programs, to improve employee performance and increase employee proficiency. Provided, however, that where training programs are considered, special conferences will be scheduled prior to the implementation of such programs for the purposes of Union input.
14. To determine the amount of supervision necessary on all jobs, assignments and operations.
15. To establish and administer policies with respect to probationary periods, as provided for in this Agreement.

ARTICLE VI - REPRESENTATION

Section 1. Negotiating Committee

A. The employees shall be represented by a negotiating committee of five (5) members, one of whom shall be the Chairperson, who shall be elected in any manner determined by the Employees. Compensation for this committee shall be as defined in Section 5 of this Article.

B. Notification to City of Union Officers

Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and the capacity in which they will function in regard to the grievance procedure, negotiations or other labor relations function, and will, from time to time, provide prompt notice of any changes.

Section 2. No Discrimination:

A. There shall be no discrimination against any employee because of his/her membership in the Union, or because of his/her acting as an officer or in any other capacity on behalf of the Union.

B. The Employer and the Union shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Union activity.

Section 3. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, District County Representatives or International Representative shall have full and free access to the premises of the Employer at any time during working hours provided it does not interfere with the work process, to conduct union business pertinent to the facility upon notifying the City's designated representative.

Section 4. Special Conferences

A. Special Conferences for important matters will be arranged between the Local Union Committee and the City or its designated representative, upon mutual agreement of the parties. Such meeting shall be between representative(s) of the City and the Committee of the

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Union. The Union committee shall be comprised of the Local President and no more than two (2) other representatives including a Council #25 representative, if necessary.

- (1) Provided, however, that such limitation for the Union Committee shall not apply to the number of witnesses that may be necessary to bring facts or information to the attention of the City at such special conferences or grievance meetings. The City shall be informed of any proposed witnesses intended to be brought to such meetings, together with a general summary of what information to which they will be testifying.

B. Arrangements for special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting and the names of those individuals who will be present at such meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those items set forth in the agenda.

C. Union members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meetings. This meeting may be attended by a representative of the Council or a representative of the International Union.

D. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended in an emergency if mutually agreed to by both parties in writing.

Section 5. Time Off for Grievance Committee

Authorized committeepersons as defined in Section 4(A) shall be paid for time lost during working hours in attending grievance meetings with city representatives. A member of the committee will be permitted to leave his job, upon request, and after receiving approval of his foreman and/or supervisor, for the purpose of investigating a grievance in his assigned area. Such committeeperson shall report to his foreman/and or supervisor upon completion of his investigation and if he

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goes into the department of another foreman/and or supervisor, he must first notify such foreman/and or supervisor of his presence. The right to receive pay for time lost shall not be abused. The City will furnish cards for the maintenance of records of the time spent hereunder.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. The Employer shall consider promptly all grievances presented to the City and take such timely action as is required.

Section 2. Definition and Procedure

The term "grievance" shall mean any dispute between the City and the Union or between the City and any employee or employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract and/or departmental rules and regulations. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of the documents which is being violated, as defined in this Article.

Step 1.

An employee who has a grievance shall discuss his complaint with his immediate foreman, and/or supervisor, with or without the presence of the steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The employee shall have the right to discuss the complaint with his union steward before any discussion takes place with the foreman and/or supervisor. The foreman, and/or supervisor, shall make arrangements for the employee to be off his job for a reasonable period in order to discuss the complaint with the union steward. Any grievance not submitted within five (5) days (excluding Saturdays, Sundays and holidays) of the time that the employee knew, or should have known of its occurrence shall be considered automatically closed. If not

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settled, it shall be discussed with the grievance committee and shall be reduced to writing and signed by the grievant. Upon receiving the signed grievance from the employee, the foreman and/or supervisor shall within three (3) working days (excluding Saturdays, Sundays and holidays), prepare a written response to the grievance to be signed by the foreman and/or supervisor and provide the employee with a copy of said response. If not settled, the grievance shall be processed to Step 2 of this grievance procedure within three (3) working days following the response from the foreman and/or supervisor.

Step 2.

The written grievance shall be discussed between the grievance committee and the appropriate department head. The grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specification of contract article violated.
- (d) Date of grievance.
- (e) Relief being sought by the Union.
- (f) Any pertinent facts which will facilitate the investigation of the grievance.

The department head shall have three (3) working days to investigate and an additional three (3) days for the preparation of his written decision.

Step 3.

Within five (5) days of the date of the decision rendered in Step 2, in the event the grievance is not settled, it may be appealed to the City Manager. The City Manager, or his designee, shall investigate the grievance, which may include the holding of a meeting or hearing, within ten (10) working days of receipt of said grievance and issue his answer to said grievance within fifteen (15) days from the date of the hearing.

Should there be no meeting or hearing, the City Manager, or his designee, will issue his answer to said grievance within fifteen (15) working days of his receipt of the grievance.

Step 4. Arbitration

Any unresolved grievance, as defined in Section 2, and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

A. Arbitration shall be invoked by the filing party serving notice of intent to arbitrate within fifteen (15) working days of the Step 3 response of the City Manager. Following the written notice of the intent to arbitrate, a representative of the City and an arbitration representative of AFSCME Council 25 shall attempt to select an arbitrator within forty-five (45) days of the notice of intent to arbitrate. If mutual agreement on the selection of an arbitrator cannot be reached within forty-five (45) days, thereafter the party seeking arbitration shall file all requests for arbitration with the Federal Mediation and Conciliation Service within thirty (30) days of the service of the intent to arbitrate. The parties shall be covered by the rules of the Federal Mediation and Conciliation Service.

B. The arbitrator shall limit his decision strictly to the interpretation, application and enforcement of this Agreement and he shall be without power and authority to make any decision:

(1) Contrary to, or inconsistent with, or modifying, varying, adding to or subtracting from in any way the terms of this Agreement.

(2) Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises their rights under Section 6 of Act 336, as amended by Act 379 of the Public Acts of 1965. Provided, however, that nothing herein shall limit an arbitrator from hearing a grievance concerning such matters but that such a determination as to whether the employee is engaging in a strike, slowdown or work stoppage shall be binding on all parties.

(3) Granting any wage increase or decrease as negotiated between the parties in this collective bargaining agreement or unless this provision is otherwise modified by law.

(4) Establishing, deleting or altering job descriptions and position classifications.

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(5) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

C. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union. The arbitrator shall submit his decision in writing within thirty (30) days after conclusion of the hearings.

D. The expense of the arbitrator(s) shall be shared equally by the parties. The aggrieved party and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

E. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.

F. 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, or unemployment benefits during the period in question. This provision shall also apply to settlements between the parties hereto prior to arbitration.

Section 3. Grievance Settlement

A. No grievance settlement at any stage of the procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding, unless mutually agreed by the parties.

Section 4. Time limit

A. Any grievance not appealed within time limits from a decision in one of the steps of the above procedure to the next step by the Union, as prescribed, shall be considered dropped.

B. Any grievance not answered timely by the City, as prescribed, shall be considered granted to the Union on the basis of the grievance request of settlement.

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C. Should either the Union or the City experience difficulty in complying with the time limits as prescribed in this Article, for good cause shown, a reasonable extension of time may be requested by the party requiring such additional time. The granting of such request shall not be unreasonably withheld by the other party.

Section 5. Grievance Meetings

In the event that there are grievances, a meeting between the committee and management shall be held for the purpose of discussing and possibly disposing of such grievances at each step of the procedure. At the conference between the grievance committee and the City, it is agreed that all relevant information concerning the grievance, including the names of any witnesses who have personal knowledge of the subject matter of the grievance, and also the names of any persons who are alleged to have violated the Agreement will be disclosed. It is agreed that any material intentionally withheld at this conference may not be used in any subsequent stage of the grievance procedure. Copies of all grievance answers shall be furnished to the grievant and the grievance committee.

Section 6. Agreement Binding

Any ratified agreement reached between management and the committee is binding on all workers affected and cannot be changed by any individual.

Section 7. Time Off For Grievance Committee

The grievance committee shall be composed of the president and not more than two (2) other designated representatives of the bargaining unit, including a representative from Council 25.

It is further agreed and understood that with the exception of collective bargaining negotiations, any conferences or special conferences, including the grievance representative, makeup of such union committee shall be limited to the president and two (2) representatives of the Union including a representative of Council 25.

Provided, however, that such limitations shall not apply to the number of witnesses that may be necessary to bring facts or information

to the attention of management at such special conferences. The City shall be informed of any proposed witnesses intended to be brought to such meeting, together with a general summary of information to which they will be testifying.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1. Definition and Types of Discipline

Disciplinary action shall be defined as any action taken by the City against an employee for just cause, including, but not limited to, alleged violation of departmental rules and regulations.

Disciplinary action may consist of the following:

- (a) Oral reprimand.
- (b) Written reprimand.
- (c) Suspension without pay.
- (d) More severe discipline which may mean discharge.

The term, "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, lowering in rank or change in classification.

Section 2. Reports

The City may conduct investigations of alleged incidents whereby an employee is charged and require such employee to submit written statements when ordered to do so by the department head in the presence of the Union president or his designee. If any statement shows or tends to show that the employee submitting the report has committed a crime, the use of such report shall not be used at any stage in the criminal proceedings against the employee. Failure of an employee to submit a statement when requested may result in disciplinary action.

Section 3. Corrective Counseling

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by management and given corrective counseling. Corrective counseling, even where noted, shall not be considered as disciplinary action.

Section 4. Disciplinary Action

Disciplinary action shall be in written form stating the alleged violation against an employee. Whenever disciplinary action is taken against an employee which may result in suspension, reduction or dismissal, he shall be given a copy of written and signed charges stating the charges and specifications and advising him of his rights to be represented by a union official at any conference, interview or hearing.

Section 5. Disciplinary Procedures

A. The City retains the right to discipline and/or discharge employees for just cause only. The City agrees to notify the chairman of the grievance committee in writing, as soon as it exercises its right.

B. The employee shall have the right to have a union representative appear with him at every stage of the disciplinary process.

C. Before any disciplinary action is taken against an employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to his supervisor who is rendering such discipline.

D. The written charges and specifications underlying the discipline or discharge shall cite the specific sections of rules and regulations, departmental orders, appropriate law or ordinance, or provision of this Agreement which the employee is alleged to have violated and a copy will be given to the employee, and the Union.

E. If an 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.

F. An employee, upon receipt of a written reprimand, is required to acknowledge notice of said reprimand by his initials and date. The initials of an employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence.

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G. 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 applicable arbitration provision.

H. Disciplinary action shall be deemed to be corrective in nature and the principles of "progressive" discipline shall be employed by the City in all infractions. Disciplinary action shall be initiated only on a uniform and impartial basis and shall be consistent with the facts and circumstances surrounding the infraction. Nothing herein shall prevent the City from appropriately disciplining an employee should circumstances warrant.

I. Following any disciplinary suspension, the affected employee shall be reinstated at the same or similar job or assignment held by him prior to such suspension, unless a change of assignment was included as part of the disciplinary action. Should a discharged employee be reinstated, he shall be assigned to the same or similar job or assignment held by him prior to such discharge, if available. If such position is not available, the affected employee may "bump" into any position being held by a lesser seniority employee, or, in the alternative, the matter may be resolved by an agreement between the parties as to the placement of the returned employee.

Section 6. Discharge of Probationary Employees

It is understood and agreed that no provision of this Agreement shall infringe upon, or affect in any way, the rights of the City to terminate the employment of any probationary employee for any cause deemed sufficient by the City. In the event of discharge, the City will give due consideration to any representation advanced by the probationary employee in any step of the grievance procedure. However, the City's decision after such consideration shall be final.

The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and if found to be below the standards satisfactory to the City, the probationary employee may be discharged at any time during the probationary period.

ARTICLE IX - SENIORITY

Section 1. Definition and Scope

Seniority is length of service, giving preference and priority to employees who have completed their probationary period for employment when work is available. The purpose of seniority credit is to provide security based on length of service. Seniority shall be on a City-wide basis within the bargaining unit, provided an employee has the qualifications and ability needed to perform the job for which he claims seniority. Any difference of opinion between a Department Head and the Union President as to the ability of an employee to perform the job shall become a matter for negotiation.

A. The President of Local 3120 shall have senior employee status in case of layoff only.

B. Seniority shall accrue to permanent, full-time employees and shall be based upon total continuous service with the City in bargaining unit positions as stipulated in Schedule "A" of this Agreement.

C. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority. Provided, however, such laid-off employees or employees on leave without pay, excepting those employees on leave for medical and educational reasons, shall not accrue seniority during the actual period of layoff or leave, except as provided in Article XVI, Section 1.

Section 2. Seniority Lists

A current seniority list will be maintained by the employer. A copy of the seniority list will be furnished to the local union committee on a semi-annual basis.

Section 3. Probation

Each employee shall serve a ninety (90) working day probationary period. Upon successful completion of probation, employees will be credited with full seniority from their date of hire into a bargaining unit position, as well as all benefits excluding vacation and sick leave.

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A. Upon completion of one (1) year service with the City the employee will be credited with vacation in accordance with Article XVII.

B. Sick leave shall begin to accrue upon the completion of the first full month following completion of probation.

C. The Union shall represent probationary employees for the purpose of collective bargaining.

Section 4. Seasonal, Temporary, Casual Part-time

Seasonal, temporary and casual part-time employees are defined as follows:

A. A seasonal employee shall mean any employee who is employed on a seasonal basis, but not to exceed 150 calendar days. If the seasonal employee is continually employed, he shall be classified as a permanent employee. If the seasonal employee is not to be retained, he shall be laid off. If he is recalled or rehired within sixty (60) calendar days, he shall be a permanent employee, except that under certain circumstances the employee may be recalled for a specific period upon notice to the Union of such circumstances.

B. A temporary employee shall be any employee who is employed for special purpose or period of time, not to exceed thirty (30) days, except those men under government-sponsored programs for training, youth assistance, or welfare.

C. A casual, part-time employee is an employee who either:

- (1) Works irregularly;
- (2) Normally works a schedule of not over twenty (20) hours per week, or;
- (3) Is hired in connection with a specific project, work on which will not extend beyond its completion.
- (4) Works less than sixty (60) days in any fiscal year.

Seasonal, temporary, and casual part-time employees, as defined above, shall not acquire seniority. Provided, however, that seasonal employees who become permanent, full-time employees shall have applied such seasonal employment towards their probationary period; provided, further, that in the event that the seasonal work has been less than a

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full service day or service week as defined in this Agreement (Article XIII), said time shall be prorated and credited to the employee.

Section 5. Loss of Seniority

A. Seniority shall terminate if an employee:

- (1) Quits or retires. Provided, however, that with respect to an employee who quits, this provision shall not apply to whatever rights such employee has heretofore enjoyed in connection with the Pension Plan upon re-employment.
- (2) Is discharged for just cause.
- (3) Is absent for three (3) consecutive work days without notifying the City.
- (4) Is absent for three (3) consecutive work days without justifiable reason.
- (5) Gives a false reason to obtain a leave or if he/she fails to return to work upon termination of any leave of absence.
- (6) Is laid off for a period equal to his/her seniority at the time of layoff, or three (3) years, whichever is the lesser.
- (7) Separates with a settlement that provides total disability.

ARTICLE X - PROMOTIONS

Section 1. Definition

A promotion shall be defined as an upward change in a position in the bargaining unit that results in additional compensation for additional duties or responsibilities performed during the regular work day.

Section 2. Filling Vacancies/Trial Period

The City shall fill promotional vacancies and new positions from the ranks of employees, except where the employees' skills do not meet the job requirements, and as set forth in Section 3 of this Article.

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A. A promotional vacancy or position within the bargaining unit that becomes open will be posted by Management. Any employee interested in taking an examination for the job will submit a written notice to the Employer within the time specified in the notice, provided the employee will have at least five (5) days notice of examination.

- (1) The posting notice shall state the desirable qualifications for the position and any other more desirable qualifications which will be considered by the City in awarding the position.

B. Trial Period

A trial period of up to forty-five (45) working days shall be granted to a promoted employee in order for the City to determine his/her ability to perform the duties and functions of the position.

- (1) During the trial period the employee will have the option of returning to his/her previous position.

C. A promotion will be awarded to one (1) of three (3) employees receiving the three highest promotional examination grades, provided they each have achieved a minimum passing grade. The City will submit written notice to the employee and the Union why the employee who passed the promotional examination was not awarded the position.

Section 3. Examination Procedure

A. In the promotion examination for city employees, excluding police and fire, a figure of forty percent (40%) shall be allowed for the written examination, forty percent (40%) for oral (or skill, aptitude or performance) examination, and twenty percent (20%) for experience and training (Seniority). The above standards and percentages shall be applied irrespective of whether or not the examination is promotional, open competitive or by public advertisement.

B. In the event that only a written examination is required, the weight shall be eighty percent (80%) for the written portion and twenty percent (20%) for experience and training. In awarding the points for seniority, credit shall be fixed at one-half (1/2) point per year commencing in the third year of continuous service. For the next ten

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(10) years of continuous service, one (1) point shall be credited per year up to and including twenty-six (26) years of continuous service, with a maximum of twenty (20) points for seniority credited. No additional points will be granted beyond twenty-six (26) years of continuous service.

C. Applicants shall pass the written and oral (or skill or aptitude performance) examinations with a total average of seventy percent (70%) before being credited with points for experience and training (seniority).

(1) An eligibility list shall be established from the results of such testing, outlined in this section, and remaining employees qualifying for the position yet not awarded the vacancy shall be placed by their rank on this list. The eligibility list shall remain in effect for a period of six (6) months from the date of the City's notice to employees of test results. Provided, however, that if at any time the eligibility list shall contain less than two (2) names, then a new promotional exam shall be conducted immediately to establish a new list.

D. Where an employee has been performing work in a higher classification for at least six (6) months (for fifty percent (50%) of the time or more) within the department, and fails to pass a written examination two (2) consecutive times for that classification, such employee shall have the option of requesting an oral exam, together with a performance exam, in lieu of a written exam. Such examination shall be conducted by a panel of three (3) individuals selected by the City, provided that one (1) member shall be selected from a list of nominees provided by the Union. Such option should be available at the next available examination. Such examination shall be on a pass/fail basis and those receiving a "pass" would be awarded an 80% score. Seniority points would then be added to compute the total score of the employee.

Section 4. Working Out of Classification

A. Employees assigned work in a higher paying classification, and such assignment exceeds one (1) hour, will receive the higher rate of pay for their complete eight (8) hours worked, provided such assignment

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is made at the beginning of the shift.

B. Assignment to a higher paying classification shall be to the most senior qualified employee within the department. Should an employee of lower seniority be assigned to the higher classification, the more senior employee may bump such lower seniority employee for the duration of the assignment. However, when an employee is assigned out of his department, he takes his seniority with him to that department.

(1) When a senior employee bumps a less senior employee from a higher paying assignment and the least senior employee has worked in excess of one (1) hour in such position, he/she shall receive pay for all time worked prior to being bumped. The senior employee will then be entitled to the higher rate for the duration of the assignment.

C. Employees assigned work in a higher paying classification during the balance of the work day shall receive the higher rate for the duration of such assignment.

D. Employees assigned work in a lower paying classification shall continue their regular classification rate of pay.

Section 5. Promotion Out of Bargaining Unit

A. Any employee who was promoted or transferred out of Local 3120 prior to June 30, 1980, but who continued as an employee of the City, shall retain his seniority for a period equal to his seniority, or three (3) years, whichever is less. Therefore, any employee so situated would be permitted to exercise his seniority in Local 3120 for bumping purposes.

B. Effective July 1, 1980, no employee promoted out of the bargaining unit (Local 3120) shall be permitted to "bump" back into said bargaining unit except under the following circumstances:

- (1) A vacancy shall exist.
- (2) The "bumping" employee shall be able and qualified to perform the work available.
- (3) That the "bump" shall not cause the layoff of any Local 3120 member.

ARTICLE XI - LAYOFF/RECALL

Section 1. Layoff

A. When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs (NOTE: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules to curtail layoffs.):

(1) Seasonal, temporary and part-time employees not covered by the bargaining unit shall be laid off first.

(2) Probationary employees shall be laid off next.

(3) If additional layoffs are necessary, seniority employees shall be laid off in the order of their seniority, low seniority employees first, provided those who desire to exercise their seniority are able to bump to a position of equal or lower rate of pay, and providing they are able to perform all of the work of the classification and position.

(4) In the event the employee has seniority to continue working but cannot perform the job of the next-lower seniority employee, the City shall re-assign him if there is a job he can perform held by a lower seniority employee.

B. In the event of a permanent reduction of the level of employment for any reason, employees who lack seniority or qualifications to continue working will be given consideration for other available city jobs they are capable of performing.

Section 2. Recall

A. Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.

(1) Employees on the seniority list when recalled to work shall be given five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the committee.

(2) Failure of an employee to report back to work within five (5) working days of the date of receipt of the recall notice will be considered a voluntarily quit on the part of the employee unless the

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employee requests an extension of the recall period. All requests for an extension of the recall period must be received by the Ferndale Personnel office no later than the 5th working day after the employee is notified of the recall. The City will respond to the request for an extension of the recall period within three (3) working days of its receipt. If an extension is granted, the employee must report to work on the date indicated on the City's response to the employee's request for an extension. If the request for an extension is denied, the employee must report to work within five (5) days of the date the employee receives the City's response to the employee's request for an extension or the employee will be considered as having voluntarily quit.

The following will be sent to a recalled employee by registered or certified mail along with his/her recall notice:

Pursuant to your Collective Bargaining Agreement with Ferndale (Article XI, Section 2.A.) you are expected to return to work within five (5) working days of the date this notice is delivered to you. If you do not return to work by then, you will be considered as having voluntarily quit, unless you fill out and return the enclosed "Letter Requesting Extension of the Recall Period." This request for extension must be received by the Ferndale Personnel Office no later than the 5th working day after this recall notice is delivered to you.

The City will then mail back to you their response to your request within three (3) working days of the date they receive your request for an extension. If you are granted an extension, you must report to work on the date indicated on the City's response to your request for an extension. If you are not granted an extension, then you must report to work within five (5) working days of the date the City's response to your extension request was delivered to you or you will be considered as having voluntarily quit.

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LETTER REQUESTING EXTENSION OF THE RECALL PERIOD

Please consider extending my recall period beyond five (5) working days from the date I was recalled to work.

NAME: _____

JOB TITLE: _____

IMMEDIATE SUPERVISOR: _____

DEPARTMENT HEAD: _____

DATE OF RECALL NOTICE: _____

DATE YOU WILL REPORT BACK TO WORK: _____

REASON FOR REQUESTING EXTENSION: (Fully explain, in detail, the reason you are requesting the extension. If you need additional space to fully explain your reason for requesting the extension, attach additional sheets to this request.

This request for an extension must be received by the City Personnel Office within five (5) working days of the date your recall notice is delivered to you.

Signature of employee

Date

Fax No.: 546-2369

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(3) In instances in which employees cannot return to work within the required time limit, the next employee in point of service may be called and may be permitted to work until the senior employee returns.

B. When employees are called to work or laid off, the committee shall be given the names and order of calling or laying off.

C. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its records for all purposes.

ARTICLE XII - BARGAINING UNIT WORK

Section 1. Bargaining Unit Work

The Employer agrees that the bargaining unit work is designated through the classifications outlined under the wage schedule and will make every reasonable effort to refrain from displacing or augmenting employees in the bargaining unit by utilizing non-bargaining unit employees, except as hereinafter provided.

A. Supervisors shall not perform duties done by subordinates except in cases of emergency, or as established by past practice.

B. Supervisory personnel shall not spend a majority of their time engaged in work activities consistently and routinely performed by their subordinates.

C. The City will not use supervisors to replace bargaining unit employees to avoid extended periods of overtime.

D. Seasonal, part-time, casual and temporary employees in Parks and Recreation, and for Department of Public Works summer construction work, may be required to perform bargaining unit work as provided for in this Agreement.

Section 2. Subcontracting

The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion, and also recognize that in appropriate cases outside contractors may be employed

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to perform such services.

A. However, it shall be the policy of the City that outside contractors not be utilized except for the purposes of economy, efficiency or for technological advancement.

B. In cases where the City deems it necessary to subcontract work out, before letting the contract, the Union will have advance notice and a full discussion prior to letting such a contract.

C. In no event shall any seniority employee be laid off as a direct result of subcontracting until the parties have complied with the stipulations in Paragraph "B".

ARTICLE XIII - HOURS OF WORK

Section 1. Work Day

The standard work day will be no more than eight (8) hours.

A. The work day will start at 7:30 a.m. and end at 4:00 p.m. Monday through Friday, except as provided below:

(1) Starting time for all DPW employees shall be 7:30 a.m.

(2) Starting time for Parking Authority Employees shall be 6:30 a.m.

Section 2. Work Week

The standard work week will be no more than five (5) days beginning on Monday and ending on Friday.

Section 3. Flexible Hours

A. The City reserves the right to establish daily work schedules for employees different from the normal starting and quitting time enumerated in Section 1 above, and to assign employees thereto. It is intended that such work schedules shall be of eight (8) hours in length, including thirty (30) minutes for a meal, and be limited to the following city operations:

Custodial Services
Street Sweeping
Vehicle Maintenance

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B. Further, the City shall notify the employees affected by a change in work schedules, as well as the Union, at least two weeks prior to such change. The City also agrees that such change, if placed into effect, will be maintained for a minimum period of thirty (30) days.

C. Employees will have the option of working through the lunch hour and leaving work one-half (1/2) hour prior to their regular quitting time with the prior approval of the immediate foreman.

The decision to grant or deny the request to leave one-half (1/2) hour prior to regular quitting time shall be within the sole discretion of the foreman, and any such decision will not be subject to appeal or challenge through the grievance procedure.

Section 4. Break in Hours

A. The lunch period each work day shall be at least one-half (1/2) hour.

B. All employees will receive a fifteen (15) minute coffee break during the morning and afternoon hours.

C. There will be two (2) ten (10) minute wash-up periods allowed the DPW employees, one at lunch and one at quitting time.

D. Whenever an employee who, for reasons beyond his control, is caused to wait for work because of lack of tools, material or equipment, such waiting time will be paid for at the regular hourly rate.

Section 5. Part-Time, Temporary and Seasonal Employees Hours

A. At no time will part-time or temporary seasonal employees deprive permanent employees of regular or overtime hours of work, provided, however, that if there are insufficient permanent employees unable or unwilling to perform the required work available, the Employer reserves the right to utilize such part-time or temporary seasonal employees as may be necessary.

B. Overtime may be worked as defined in Article XIV, Section 5 of this Agreement.

ARTICLE XIV - OVERTIME

Section 1. Definition and Pay

A. Employees will be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours in one day.

B. Employees will be paid at the rate of double (2) times the hourly rate for all hours worked on Sunday.

C. Paid absences will be considered as time worked.

Section 2. Call-in Overtime

A. Overtime work shall be voluntary on the part of the employee. The employer will not discriminate against any employee who declines to work overtime.

B. Overtime work shall be divided as reasonably as possible among all employees working within the same job classification within each of the following DPS divisions: Water, Motor Pool, Sanitation, Parks/Forestry and Street/Highways. Distribution of overtime shall be governed by particular requirements of the overtime work, the demands of special skills and abilities of individual employees, and the extent of the emergency requiring overtime work.

C. Employees who refuse overtime work or are not available for overtime work shall be charged with the number of overtime hours as if he/she worked such overtime hours.

D. The Union Committee shall be furnished a record of the overtime worked by the department employees at four (4) month intervals.

E. All employees called for overtime work shall receive a minimum of two (2) hours of overtime at the appropriate overtime rate. All employees called between 12:00 midnight and 5:00 a.m. for overtime work shall receive a minimum of three (3) hours overtime at the appropriate rate.

F. The Union agrees to work with Management toward the accomplishment of a common objective; the elimination of, wherever possible, non-emergency overtime. "Non-emergency overtime" is defined, by example, as overtime incurred as the result of a holiday falling during the work week. In these cases, again where possible, Management

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will institute routing procedures and/or work assignment procedures that will accomplish the same objectives in four (4) or three (3) working days that would otherwise take five (5) working days to accomplish.

Section 3. Compensatory Time

A. It is further agreed by the parties that all overtime earned by the members of Local 3120 may be used, at the member's option, in the form of the overtime payment rate or compensatory time off equaling the overtime rate. The use of said compensatory time must be used within one (1) year from the date of earning or is waived by the member.

B. The employee must designate on the work day following the day he has earned the overtime whether he wants to exercise the compensatory time provision of (A) above. If the employee does not so designate a choice, he will be paid for the overtime worked.

C. Banked compensatory time is to be used in minimum 4-hour blocks. In the event an employee has less than 4 hours in the compensatory bank, the employee may utilize the remaining time in one block.

D. Banked compensatory time may be taken in no more than a 1-week (40 hours) block, with prior approval of supervisors. Longer periods may be granted by department heads.

E. Banked compensatory time, when used, will be paid at the employee's base rate.

F. Two (2) compensatory days may be used in the same manner as personal days, per fiscal year.

Section 4. Working Out of Classification/Overtime

When Management assigns an employee to work overtime out of his/her classification, he/she will be paid for all overtime worked at the rate of the assigned classification.

Section 5. Casual (Unscheduled) Overtime

A. Casual overtime is defined as unscheduled overtime which continues the employee's work hours for not more than one (1) hour beyond the regular quitting time.

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(1) Exception may be made to the above in cases where extended hours are for reasons beyond the control of the employees and/or employer.

B. Employees will be paid the applicable overtime rate for all such time worked.

Section 6. Meal Allowance

A. In the event an employee works unscheduled overtime beyond his or her regular shift in excess of three (3) hours, he/she will be paid a five dollar (\$5.00) meal allowance and allowed a paid meal period.

B. The only exception to the above will be for the pump station operator during the pumping season only.

C. Payment of the meal allowance shall be paid on a pay period basis.

Section 7. Meal Allowance Guidelines

A. Local 3120 members who work unscheduled overtime past their normal quitting time will be eligible for a meal allowance, according to the following guidelines:

1. Monday through Friday. An employee who works three (3) or more hours (unscheduled overtime) past the normal quitting time would be eligible for a meal allowance.

2. Saturdays, Sundays and Holidays. An employee who works six (6) or more continuous hours (unscheduled overtime) would be eligible for a meal allowance.

Scheduled Overtime

Scheduled overtime shall mean any overtime worked where the employee has been informed of the overtime during the work shift, as defined in the current labor agreement, prior to the day of the assignment. The employee shall be given a specific time to report, and be advised that he will be working before or after his normal work shift.

EXCEPTION: Should an employee be informed at some time during a regular shift that he will be asked to return to work later that evening, it will be termed scheduled overtime. However, should that employee have ended his regular shift and again is requested to report later that evening, without prior knowledge before the end of his regular shift, it shall be termed unscheduled overtime.

Unscheduled Overtime

Unscheduled overtime shall mean any overtime worked before or after the normal work day which the employee was not advised of during the work shift prior to the day of the assignment, subject to the exception above.

3. Employees shall indicate on their time card each time that they are entitled to receive a meal allowance.

4. The employee's supervisor shall certify that the employee is entitled to receive the meal allowance requested by the employee. Such certification shall be made by the supervisor's initials appearing on the time card next to the meal allowance indication.

5. The department head shall forward a general fund expense voucher form to accounts payable for processing. The department head shall sign the document and his signature shall serve as authorization to draw a general fund check reimbursing the employee for the meal allowance claimed.

6. The City shall prepare a general fund check covering all meal allowances due to the employee for the preceding month. Such check will be prepared as soon as possible following the end of the month but in no event later than ten (10) working days following the end of the month.

7. Should the above procedure, or any part thereof, prove unworkable for either party, any change herein shall be a subject of special conference between the parties.

ARTICLE XV - SICK LEAVE

Section 1.

The provisions contained within Section 1 apply only to those employees specifically identified in Exhibit 1 attached to this agreement.

A. Accumulation and Use.

Each employee shall be credited with twelve (12) eight (8) hour paid sick leave days on July 1 of each year, available for use by the employee between July 1 and June 30 of the following year, allowing a maximum sick bank accumulation of sixty (60) days.

B. Accumulated Days Prior to January 1, 1980

1. Employees hired on or before July 1, 1974, shall have their sick leave bank "frozen" as of January 1, 1980 and shall be entitled to receive payment of fifty percent (50%) of said frozen time

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upon retirement, death or resignation with proper notice. Provided, however, if any "frozen" time is used subsequent to January 1, 1980, such time shall be permanently deducted from the sick leave bank.

2. In the event that any employee should die being entitled to a payment of the "frozen" bank, such benefit shall be paid to such deceased's beneficiary as designated by the employee or the estate of said such deceased employee.

3. Employees hired after July 1, 1974 shall not be entitled to any payment of their sick leave bank upon their retirement, death or resignation.

C. Control Program

A sick leave control program shall be continued whereby all full-time and permanent employees shall be entitled to receive a proportionate amount of unused sick time accrual, subject to the following provisions:

1. Employees entitled to this benefit shall be required to have a sick leave bank amounting to sixty (60) days or four hundred eighty (480) hours on June 30 of each contract year.

2. Employees qualifying under the preceding section shall be paid 100% of unused sick leave in excess of two (2) days earned during the preceding calendar year. Said payment shall be made in November of each calendar year.

3. Employees not having a sixty (60) day bank accumulation on June 30 of any contract year shall not be entitled to receive any benefits for that year.

4. The proportionate payment shall be computed by deducting any sick leave usage from the maximum ten (10) days benefit on an hour for hour basis. Payment shall be made on the basis of 100% of the unused sick leave as computed pursuant to this section.

5. In the event that any of the employees should die and shall be entitled to receive a portion of sick leave control payment and/or a payment of the "frozen" bank, such benefits(s) shall be paid as designated in Section 1, Paragraph B.2. herein.

Section 2.

The provisions contained within Section 2 apply to all employees who are not specifically identified in Exhibit 1 attached to this agreement.

A. Accumulation and Use

Each employee shall be credited with nine (9) eight (8) hour paid sick leave days on July 1 of each year, available for use by the employee between July 1 and June 30 of the following year, allowing a maximum sick bank accumulation of sixty (60) days.

B. Control Program

Effective July 1, 1995, a sick time control program shall be instituted whereby all full-time, permanent employees except those identified in Exhibit 1 shall be entitled to receive payment for a proportionate amount of unused sick time accrued, subject to the following provisions:

1. Employees will not be entitled to payment under this program unless they have a minimum of thirty (30) days or two hundred and forty (240) hours in their sick leave bank on June 30 of each fiscal year for which payment under this program is made.

2. Employees will be permitted to accumulate up to a maximum of sixty (60) days or four hundred and eighty (480) hours in their sick leave bank.

3. Employees will be paid for a maximum of five (5) unused sick days per year at the negotiated rate of one hundred twenty dollars (\$120.00) per day or a maximum of six hundred dollars (\$600.00) per year.

4. The City will reduce the amount paid to an employee for unused sick days under this program by one full day (\$120.00) for each full day or fraction of a sick day the employee takes off in excess of sixteen (16) hours of sick time in the preceding fiscal year.

5. Payments made under this control program will be made in November of each year.

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6. Between January 1, 1995 and June 30, 1995, employees will be permitted to earn one sick day per month in the same manner sick time is earned under Section 1 above.

Section 3.

The provisions contained within Section 3 apply to all employees.

A. Credit for sick days will be pro-rated proportionally to months actually worked compared to a 12-month fiscal year in the first and last year of employment.

B. Employees will be allowed to use sick leave in increments of one (1) hour.

C. Employees reporting illness must advise their supervisor or superintendent at least fifteen (15) minutes prior to the starting time of their service day.

D. Sick leave may be used for an illness in the employee's immediately household which requires the presence of the employee. Such leave shall not exceed three (3) working days.

E. The employee's department head may require a confirming letter from an attending physician after nine (9) sick leave days are used in any calendar year.

1. It is agreed that the intent of this language is to provide authority to deal with perceived cases of sick leave abuse, should they materialize.

2. It is agreed that the City will be selective when it applies the proviso in this language.

3. It is also agreed that a form letter (below) will be utilized on those occasions when this language is invoked.

OFFICIAL NOTICE RELATING TO SICK LEAVE

TO:

SUBJECT: Official Notice Relating To Sick Leave

It has been brought to my attention that your use of sick leave has been _____ days in the current calendar year.

In accordance with Article XV, Section 3 (E) of the Labor Agreement between the City of Ferndale and Local 3120, you are hereby required to produce a physician's confirming letter for the next sick leave day(s) taken this calendar year.

Failure to do so will result in forfeiture of pay for any sick leave day(s) used without your producing the referenced physician's confirming letter.

Director of Public Services or Director of Public Works

F. Duty Disability

The provisions of the Workers' Compensation Act of the State of Michigan shall apply in all accidents and injuries to employees in their line of duty.

1. Initial Step: Responsibility of Employee

a. All injuries, no matter how slight, must be reported the day the injury occurs, either to the Employer, immediate supervisor, or department head.

b. In case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carriers.

2. Compensation for Injured Employee

The City will compensate the difference to the employee between the Workers' Compensation payment and the Employee's full pay for a one-hundred fifty (150) day period.

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a. During the time an employee is off on Workers' Compensation he/she will be eligible for full benefits; however, the employee will receive sick leave credit and holiday pay for up to a maximum of one year.

b. Any employee receiving an injury on the job, requiring him to go home, will receive pay for a full day's work at the regular rate, and if he/she is required to report back on a working day to the authorized city doctor, he/she will be paid time lost.

3. Paychecks/Deductions

The employee will, during this time, be issued two (2) separate paychecks:

- a. Workers' Compensation check.
- b. Regular paycheck making up difference between Workers' Compensation payment and full pay.

- (1) Workers' Compensation monies received are NOT listed as income whenever City figures Federal income and State income taxes.
- (2) Workers' Compensation monies are also NOT figured as part of the pension.
- (3) No deduction of any kind can be taken out of Workers' Compensation checks.

ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Leaves of Absence - Without Pay

Full-time, permanent members of the bargaining unit having been in the employ of the City for six (6) months or longer, may apply, in writing, for a leave of absence without pay for a period not to exceed ninety (90) days. Such written application shall state the reason for requesting such leave and the date that such employee shall return to duty, if leave is granted.

Management shall review each written request for leave and such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. No leave will be granted for the purpose of permitting

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employment with another employer or to be self-employed, except as provided in Section 3 of this Article.

Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Failure of an employee to immediately report back to work at the expiration of any leave of absence shall constitute automatic termination of employment, unless the employee receives from Management written approval for an extension of the leave of absence, but in no event shall any leave of absence extend longer than one (1) year.

Seniority, pay and fringe benefits shall be suspended during any leave of absence without pay in excess of thirty (30) days. It shall be the employee's responsibility to make arrangements for the continuation of hospitalization, dental, optical and life insurances. Under no circumstances will the City advance or pay for any insurance premiums during an unpaid leave of absence.

During any approved leave of absence without pay, the City may employ temporary employees to fill the employee's position resulting from employee's leave of absence after regular bargaining unit personnel have been offered the work. The temporary employee shall not work beyond the time that the bargaining unit members shall return from such unpaid leave of absence.

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REQUEST FOR UNPAID LEAVE OF ABSENCE

I am hereby requesting an unpaid leave of absence from my job.

NAME: _____

JOB TITLE: _____

IMMEDIATE SUPERVISOR: _____

DEPARTMENT HEAD: _____

DATE YOU WILL RETURN TO WORK IF LEAVE IS GRANTED: _____

REASON FOR REQUESTED LEAVE: _____

This request must be submitted to your Department Head.

Signature of Employee

Date

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REQUEST FOR EXTENSION OF UNPAID LEAVE OF ABSENCE

I am hereby requesting an extension of the unpaid leave of absence granted to me which expires on: _____

NAME: _____

JOB TITLE: _____

IMMEDIATE SUPERVISOR: _____

DEPARTMENT HEAD: _____

DATE YOU WILL RETURN TO WORK IF LEAVE IS GRANTED: _____

REASON FOR REQUESTING EXTENSION OF LEAVE OF ABSENCE: _____

This request must be submitted to your Department Head.

Signature of Employee

Date

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Section 2. Paid Leaves of Absence

A. Jury Duty

Employees called for jury duty will receive the difference between the jury pay and their regular wages during the time that they are serving on the jury.

B. Funeral Leave

In case of death in the immediate family of a full-time permanent employee, funeral leave with pay may be granted for a reasonable period under the circumstance. For the purpose of this Agreement, a "reasonable period" shall be defined as three (3) working days, provided that if the funeral is to be out of state or a distance of 200 miles, a maximum of five (5) working days may be granted. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, spouse's grandparents, or other relative living in the same household.

Section 3. Unpaid Leaves

A. Union Leave

Any employee elected or appointed as a union officer, or as a delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay for as long as the employee holds union office or is involved in such labor activity. Seniority, pay and fringe benefits shall be suspended during the time that such employee is on an unpaid leave of absence. The City may fill the position of the union officer on such unpaid leave of absence with a temporary employee during the time of such absence under the provisions of Section 1 above and provided, however, that such temporary employee shall not work beyond the date that such union officer returns to his regular employment from such unpaid leave of absence.

B. Military Leaves

Leaves of absence without pay shall be granted to any full-time, regular employee who is inducted into or volunteers for the armed forces of the United States for training or service. Said leave of absence shall be for the duration of such time required for such purpose, and

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for a longer period following the period of actual service, to be decided by Management.

Upon termination of such service, or at any time during the period decided by Management following such service, the employee shall have the right to return to his position provided the position still exists and the employee is still otherwise qualified.

If the employee is not able to return to the position within ninety (90) days following discharge, it shall be within the discretion of Management as to the length of time the position shall be held open for him. Such employee shall not suffer any loss of seniority or demotion of any kind whatsoever. Vacancies resulting from military service leaves granted shall be filled with temporary employees.

The employer agrees that the same right to re-employment which the law affords to selective service employees inducted into the armed service of the nation will accrue to employees voluntarily enlisting into such armed forces, providing each such employee notifies the employer of such an enlistment when leaving his employment.

C. Maternity Leaves

Maternity leaves without pay shall be allowed to regular, full-time employees with one (1) year or more years of continuous service. A minimum of six (6) months leave of absence after delivery shall be required with a like extension of leave beyond the six (6) months following delivery, if requested.

Employees who become pregnant must notify the department head of their condition as soon as medical confirmation is received, and, in no case, later than the beginning of the fourth month of pregnancy.

Starting with the beginning of the fourth month, the employee must supply her department head with a statement from her physician stating that her physician knows the nature of her duties with the City and allows her to continue carrying out these duties with the City. Should there be concern for the health of the employee, the City may request periodically, updated statements from the employee's physician.

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Should an employee become ill during the term of the pregnancy or develop problems relating to the birth of the child, an employee will be allowed to use the sickness benefits of the Agreement.

During such maternity leave, the seniority, pay and benefits shall cease to accrue and it shall be the employee's responsibility to make arrangements for the continuation of any insurance policies with the City, at the employee's expense.

During all maternity leaves, the City may employ temporary employees to fill any positions under provision of Section 1 above, vacated by the employee's on said maternity leave. Provided, however, that such temporary employees may not be used beyond the date that the employee on maternity leave returns to work.

D. Family and Medical Leave Act

Effective August 5, 1993, an employee with one (1) year seniority who has worked at least 1250 hours during the past year may be granted an unpaid leave of up to twelve (12) weeks for one of the following reasons:

- Birth of a child.
- Placement of child for adoption or foster care.
- Caring for a spouse, child or parent with serious health condition.
- Serious health condition of the employee.

Employees taking a family and/or medical leave under the Act will be required to give thirty (30) days oral or written notice to the Ferndale Personnel Office when possible and will be required to use up all paid vacation, personal days and/or sick leave, if available, during the twelve (12) week maximum leave available under the Act. Benefits to accrue as provided under the Act.

Section 4. Absence Without Leave

Any absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and the employee may be subject to

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disciplinary action. In the absence of such disciplinary action, any employee who absents himself/herself for three (3) consecutive working days without leave shall be deemed to have resigned. Such absence may be covered by a subsequent grant of leave if approved by Management.

ARTICLE XVII - VACATION

Section 1.

All permanent employees hired before January 6, 1980 who have been continuously employed for a period of one (1) or more years prior to such vacation period will be entitled to vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>No. of Days Vacation</u>
1	5
2	10
5	15
10	20
11	21
12	22
13	23
14	24
15	25
16	26
17	27
18+	28

Section 2.

All permanent full-time employees hired after January 6, 1980 and before January 6, 1995 who have been continuously employed for a period of one (1) full year or more prior to such vacation period will be entitled to a maximum of 25 vacation days per year following the schedule identified above.

Section 3.

All permanent full-time employees hired after January 6, 1995 who have been continuously employed for a period of one (1) full year or more prior to such vacation period will be entitled to vacation with pay according to the following schedule:

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<u>Years of Service</u>	<u>No. of Days Vacation</u>
1	5
2	10
5	15
10+	20

Section 4.

A. Employees will make every effort to sign up for vacations from January 1st to May 15 of each year. Employees not submitting their vacation requests by that deadline shall not be eligible to select a vacation period until all other employees within the department have had their vacation requests approved.

B. For all employees eligible for three (3) weeks vacation, it is required that a minimum of five (5) days be taken in one block of vacation time. A maximum of ten (10) days may be kept available for use on an eight (8) hour basis, provided, that in each instance a minimum of twenty-four (24) hours notice be given to the supervisor, except in cases of emergency, and that the requested leave has been approved by the department head. Under no circumstances will vacation periods consisting of less than four (4) hours be approved.

C. Employees being eligible for four (4) weeks of vacation are required to schedule a minimum of ten (10) days in one vacation block. The remaining days may be used in eight (8) hour and no less than four (4) hour increments, provided, that a minimum of twenty-four (24) hours notice be provided to the supervisor, except in cases of emergency, and such leave is approved by the department head.

D. For the purposes of vacation selection, departmental seniority shall be used to determine the order of selection of vacation by employees.

Section 3. Deduction of Vacation in the Case of Hospitalization

An employee that is hospitalized for an illness or an accident occurring during the time of a regularly scheduled annual vacation shall not have the time deducted from annual vacation leave for the hours that normally would have been spent in pursuing the job. The time will be

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deducted, however, from the person's accumulated sick leave bank and the vacation rescheduled.

An employee may elect, and so notify the City's management of his/her desire to have his/her annual vacation deducted as sick leave if the need to do so should arise.

ARTICLE XVIII - HOLIDAY PAY AND PERSONAL BUSINESS DAYS

Section 1. Holidays

The Employer agrees to pay permanent employees for the following holidays not worked:

- | | |
|---------------------|---|
| 1. New Year's Day | 7. Memorial Day |
| 2. Labor Day | 8. Christmas Eve |
| 3. Thanksgiving Day | 9. New Year's Eve |
| 4. Independence Day | 10. Day after Thanksgiving |
| 5. Christmas Day | 11. Geo. Washington's Birthday |
| 6. Good Friday | 12. Martin Luther King, Jr. Day
(effective 1995) |

A. For these full days, employees will be paid eight (8) hours pay at their regular hourly rate. If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday; if on Sunday, the following Monday will be celebrated as the holiday, and the employees will be paid for such day(s).

B. If employees are required to work on any of the above holidays, they will be paid two (2) times their regular rate, plus holiday pay. If required to work on a Sunday, they will be paid two (2) times their regular rate.

Section 2. Personal Days

Permanent employees shall be entitled to twenty-four (24) hours of personal business time per year. Said hours are not accumulative and must be taken in the year they are granted or they will be forfeited.

A. Employees taking personal business days must notify their supervisor at least 24 hours in advance except in cases of emergency. If employees fail to provide 24-hour notification, the supervisor may or may not approve the taking of the personal business day.

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B. Permanent, full-time employees may utilize a personal business day in conjunction with a paid holiday or vacation day, subject to the provisions of Paragraph "A" above.

C. Personal days may also be used in increments of one (1) hour, after having obtained the permission of the supervisor. Otherwise, personal leave time may not be taken off in blocks less than four (4) hours.

ARTICLE XIX - LONGEVITY

Section 1. Employees Hired Before July 1, 1984

A. All employees hired before July 1, 1984 who have completed five (5) or more years of continuous full-time service shall be eligible to receive longevity pay under the following schedule:

Completion of five (5) years service	2%
Completion of ten (10) years service	4%
Completion of fifteen (15) years service	6%
Completion of twenty (20) years service	8%
Completion of twenty-five (25) years service	10%

B. The maximum payment an employee hired before July 1, 1984 may receive under this program shall be \$2,000 per year.

Section 2. Employees Hired After July 1, 1984

A. All employees hired after July 1, 1984 who have completed five (5) or more years of continuous, full-time service shall be eligible to receive longevity pay under the following schedule:

Completion of five (5) years service	\$ 250
Completion of ten (10) years service	\$ 500
Completion of fifteen (15) years service	\$ 750
Completion of twenty (20) or more years service	\$1,000

B. The maximum payment an employee hired after July 1, 1984 may receive under this program shall be \$1,000 per year.

Section 3. All Employees Eligible for Longevity Pay

A. Employees must have completed the specified year necessary to qualify for an increase in longevity payment.

B. Longevity payments shall be made to eligible employees once each year in June.

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C. All longevity compensation shall be subject to deductions for taxes, retirement and social security withholding.

D. During the contract year in which an employee retires under one of the City's retirement plans, the employee shall be entitled to receive a pro-rated portion of the longevity, computed on months earned at the time of retirement.

E. Upon resignation, longevity shall be pro-rated as of the time of resignation and computed on months earned.

ARTICLE XX - HOSPITALIZATION, DENTAL, OPTICAL & GROUP INS.

Section 1. Hospitalization

A. Each full-time employee hired before January 6, 1995 will be provided with fully paid Blue Cross Blue Shield hospitalization insurance with a PPO rider, or the equivalent of such insurance, under the family plan of the Michigan Hospital and Michigan Medical Services, known as comprehensive hospital and MM-4 plan. Such hospital insurance shall include a ten dollar (\$10.00) deductible prescription rider.

B. Each full-time employee hired after January 6, 1995 will be provided with fully paid Blue Cross Blue Shield hospitalization insurance with a PPO rider, or the equivalent of such insurance, under the family plan of the Michigan Hospital and Michigan Medical Services, known as comprehensive hospital and MM1. No drug card will be provided for employees hired after January 6, 1995.

C. In the event of a change in insurance carrier, the benefit level for employees will remain equal to or better than the benefit coverage with the current carrier.

1. The Union shall be notified of any such intended change and the Employer will meet with the Union to discuss plan equivalence.
2. Should the Union object to the change, the matter shall be processed directly to the Arbitration step of the grievance procedure; the case to be heard by an Arbitrator knowledgeable with insurance coverage.

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D. The City shall provide hospitalization insurance for retirees at a level comparable to those at the time of retirement. Hospitalization will be provided to the spouse of a deceased retiree for so long as the spouse is receiving retirement benefits.

E. Effective July 1, 1994, any employee who transfers medical coverage to the medical insurance provided by his or her spouse and signs an Affidavit indicating that the employee is covered by medical insurance, shall be paid two hundred dollars (\$200.00) per month as long as the employee is not in the City's group plan.

It is understood that employees will be able to promptly reinstate insurance coverage if the employee's or his/her spouse's insurance coverage changes (i.e., on the first day of the succeeding month or some similar, mutually-agreeable period).

Said payments shall not be considered part of FAC.

Section 2. Dental Insurance

A. The Employer will provide to each employee, for the employee and the employee's dependents, a fully paid plan of dental insurance. The plan shall provide benefit levels referred to as Class I, II and III, as described generally in the Delta Dental Plan specifications, or the equivalent of such insurance.

B. Benefit payments for Class I (basic services) and Class II (prosthodontic services) shall be made on a 90/10 percent co-payment basis, ninety (90) percent of the total treatment costs paid by the carrier and ten (10) percent of the total treatment costs paid by the employee.

C. Benefit payments for Class III (orthodontic services) shall be made on a 50/50 percent co-payment basis, the carrier and the employee each paying one-half (1/2) of the total treatment costs.

D. The maximum co-payment for all treatment costs by the carrier and employee for all classes during any one year shall not exceed seven hundred fifty dollars (\$750) per individual family member. The employee shall assume payment for all treatment costs over and above such \$750 co-payment per family member.

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Section 3. Life Insurance

A. Each permanent, full-time employee will be provided with a Group Life Insurance policy having a face value of twenty-five thousand dollars (\$25,000) which shall be reduced to five thousand dollars (\$5,000) upon retirement. The City shall pay the employees' share of the premiums.

B. The employees may, if they so desire, sign an authorization card and buy at their own expense additional insurance in increments of ten thousand dollars (\$10,000) up to a total value of ninety-five thousand dollars (\$95,000) in life insurance value to be paid by the employee by payroll deduction.

Section 4. Records

Each employee shall be responsible for notifying the City, on "membership and record change" forms, of any change in dependency of beneficiary coverage, within thirty (30) days of said change, for hospitalization and insurance purposes. Failure of an employee to notify the City within the 30-day period will result in the employee being liable to the City for all costs the City incurred in providing health and dental coverage for the employee's dependent who would not have been entitled to coverage had the City been properly notified of the change in dependent status called for herein.

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MEMBERSHIP AND RECORD CHANGE FORM

Please be advised that I, _____ am
a member of AFSCME Local 3120 and declare that the following persons are
entitled to medical insurance coverage under the terms of the Local 3120
Collective Bargaining Agreement with the City of Ferndale:

Name	Date of Birth	Relationship
------	---------------	--------------

Name	Date of Birth	Relationship
------	---------------	--------------

Name	Date of Birth	Relationship
------	---------------	--------------

Name	Date of Birth	Relationship
------	---------------	--------------

Name	Date of Birth	Relationship
------	---------------	--------------

Please be advised that the City is hereby advised that the
following person(s) should be added/droppped (strike one) from the
insurance coverage provided to me under the Local 3120 Collective
Bargaining Agreement with the City of Ferndale:

Name	Date of Birth	Relationship
------	---------------	--------------

Reason	Date
--------	------

Section 5. Optical Insurance

Each permanent, full-time employee will be provided with optical insurance under the Sterling Vision Shoppes, Inc, "Program A" Prepaid Family Eye Care Plan, or the equivalent plan of such insurance.

ARTICLE XXI - MILEAGE - WORK CLOTHES

Section 1.

Members of the bargaining unit shall receive 20 cents per mile for the use of their personal vehicles while on City business.

Section 2.

The Employer shall provide, fully paid to each employee, work gloves.

Section 3. Outerwear

The Employer shall make available wet outdoor wear (a rain suit including pants, coat, hat and boots) for those Employees who are required to work out of doors in inclement weather.

Storage of said outerwear will be in Employee lockers at the City yards.

The outerwear will be supplied by the City, as needed, and is to be returned to the City upon an Employee's departure from City service.

ARTICLE XXII - GENERAL PROVISIONS

Section 1. Work Rules

Before the Employer puts new rules into effect, they will be discussed with local Union Officers. It is understood, however, that if said new rules are in conflict with the terms of this Agreement, nothing in this section is to prevent the Union from resorting to the grievance procedure as set forth in this Agreement.

Section 2. Union Bulletin Board

There will be a bulletin board placed in a conspicuous place for the use of the Union.

Section 3. Employee Driver Eligibility

Any employee who either does, or may, as a part of his employment,

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operate a city-owned motor vehicle, must provide proof of a valid Michigan Operator's license to his supervisor. Any change in such status must be reported immediately to the supervisor. Failure to report a status change may result in discipline.

Section 4. C.D.L. Licenses

The City agrees to pay the cost of written exams and endorsements, as well as a one-time payment of \$60 for road tests, if necessary, for C.D.L. (Certified Driver's Licenses) Licenses.

Employees on the payroll as of March 1, 1991, will have until March 1, 1992 to obtain C.D.L. Licenses. New hires are to have said license as a condition of employment.

Section 5. ICMA

Employees may participate in the City's ICMA-RC deferred compensation program.

ARTICLE XXIII - SAFETY COMMITTEE

Section 1.

A. The City shall make reasonable provisions for the safety and health of all employees during hours of employment. The Union and the City agree and will cooperate in encouraging the employees to observe safety and health regulations and to work in a safe manner at all times.

B. The City and the Union hereby mutually agree to form a safety committee which shall be composed of the following membership:

- One member from the Union
- One member designated by the City Administration
- One member selected by the above two representatives

C. The safety committee shall review all employee accidents and accident reports involving motor vehicles or other equipment. In such reviews, the committee shall make determinations in accordance with Paragraph (G). The committee shall further make recommendations as to how such accidents may be prevented in the future.

D. The safety committee shall also hear all complaints relating to safety conditions. All such complaints should first be discussed with Management as to an immediate solution to the problem. The safety committee may, in the course of its review of safety or accident

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matters, discuss the facts thereto with the affected employee or other witnesses.

E. The safety committee shall meet no less than once per month but may meet more often when deemed necessary by the committee. The rules and procedures of the committee shall be determined by the committee itself.

F. Any dispute between the Union and the City relative to safety, not settled at these meetings, may be submitted at Step 3 of the grievance procedure.

G. The City and the Union hereby agree that the safety committee is in power to formulate policies concerning matters of safety within the bargaining unit and to make recommendations to the City, including but not limited to, the following:

- (1) Determine items of clothing, footwear or headgear, necessary for employees engaged in certain types of work.
- (2) Determining unsafe work practices being followed by members of the bargaining unit or the City.
- (3) Determining unsafe equipment and/or tools being assigned to members of the bargaining unit.
- (4) Determining when educational and training programs shall be instituted concerning safety practices of the bargaining unit employees.

The City and the Union further understand that all recommendations involving the expenditure of funds are subject to the approval of the City Manager prior to their implementation.

The City and the Union further agree that a safety policy will be developed by the safety committee and will be distributed to all Union employees prior to implementation.

ARTICLE XXIV - WAGES AND SALARIES

Section 1.

The wage and salary schedules set forth in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement, are to be in

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effect beginning July 1, 1993, and shall remain in effect until June 30, 1996.

Section 2.

Said schedules "A", "B" and "C" are to contain dual payment rates that reflect hourly rates for employees hired prior to July 1, 1984 and another for employees hired on/after July 1, 1984 with the latter to reflect a 10% reduction.

ARTICLE XXV - RETIREMENT

The employee pension program is set forth in detail in Chapter XIXA, as amended, of the Charter of the City of Ferndale.

Section 1.

Amend Article VI, Part C, Death Benefits, Section 2 - "Provide surviving spouse with automatic Option 2 pension if employee with ten (10) or more years of City service passes on while an employee of the City." Rest of Section 2 to remain unchanged.

Section 2.

Amend Article VI, Part A, Age and Service Retirement, Section 3 - "Provide ten (10) year vesting in the pension system and draw at age sixty (60)." Rest of Section 3 to remain unchanged.

Section 3.

Amend Article IV, Membership, Section 2 - "Re-employed by the City prior to age 70." Rest of Section 2 to remain unchanged.

Section 4.

Amend Article VI, Part A, Section 1(b) - "A member shall be separated from City employment the first day of the calendar month next succeeding his attainment of age 70 years." Rest of (b) remains unchanged.

Section 5.

Amend Article VI, Age and Service Retirement, Part A, Section 1 - add (c) "Any employee with thirty-three (33) years of City service and membership in the retirement system having attained age fifty-five (55) may draw a pension."

Section 6. Annuity Factor

Amend Chapter XIXA, City Charter, Article VI, Age and Service Retirement, Section 2(a), (2) multiplied by the sum of 1.7% of the final average compensation, effective July 1, 1984. Remainder of Section 2(a), (2) to remain unchanged.

Effective July 1, 1988, the annuity factor was increased from 1.7% to 2.0% of the final average compensation. The employees agreed to pay the cost of the increased annuity factor from (1.7%) to (2.0%) and the initial cost was understood to be 4.4%. Each year thereafter, the employees' contribution shall be determined annually by the City's Actuary.

Effective July 1, 1994, the annuity factor shall be increased from 1.7% to 2.0% at no cost to the employee.

Section 7. Separation from City Prior to Retirement.

The City will not provide retirement hospitalization coverage to any vested employee who either resigns or is terminated before they are eligible to immediately begin receiving pension hospitalization coverage, unless that employee was a full-time employee for twenty (20) or more years. This provision shall not apply in the event an employee is laid off due to a workforce reduction.

ARTICLE XXVI - JOINT RESPONSIBILITIES

Section 1. NO STRIKE - NO LOCKOUT

A. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in or slowdown, on any property of the City or any curtailment of work or restriction of production or interference with the operations of the City. In the event of a work stoppage, or other curtailment of production, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

B. In the event of a work stoppage, or other curtailment, the Union shall immediately instruct the involved employees in writing that

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their conduct is in violation of the Agreement, that they shall be disciplined up to and including discharge and shall instruct all such persons to immediately cease the offending conduct.

C. The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

D. The City will not lockout any employees during the term of this agreement.

Section 2. NO COERCION

Neither the City nor the Union shall interfere with, restrain, or coerce employees either to join or refrain from joining the Union.

Section 3.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and offer proposals on subjects for collective bargaining, which they did, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both parties, for the duration of this Agreement, specifically waive the right to negotiate or be required to negotiate, any proposals, questions introduced, debated and settled prior to execution of this Agreement, or any other subject for collective bargaining. Any agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVII - AGREEMENT

Section 1. Agreement

This Agreement shall supercede all prior Agreements, and incorporate all provisions negotiated and agreed upon.

Section 2. Supplemental Agreements

If, by mutual agreement, the City and the Union negotiate and agree upon supplemental items, any such supplemental agreements shall be attached to and made a part of this Agreement.

Section 3. Printing of Agreement

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The cost of the printing and distribution of this Agreement shall be shared equally by the Union and the City. The parties will mutually agree as to "word type" and size of the contract and publication of the completed agreement shall be no later than thirty calendar days after completion of the negotiation process.

Section 4. Savings Clause

Any specified benefits now being received by the employees shall not be jeopardized by the signing of the Agreement.

ARTICLE XXVIII - COST OF LIVING

Section 1.

The employees under this Agreement shall receive a Cost of Living Allowance as set forth below:

(a) The Cost of Living Allowance shall be added to each employee's straight time hourly earnings, such allowance will be adjusted up or down each three (3) months in line with the Cost of Living Allowance determined in accordance with changes in the Official Revised Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) United States City average, published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index.

(b) Effective with the first pay period beginning on or after July 1, 1980 and thereafter during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly and paid by separate check stating rate and hours, at the following times:

Effective Date of Adjustment
First pay period beginning on or after July 1, 1980, and at quarterly intervals thereafter during this Agreement.

Based Upon
BLS Consumer Price Index as of March, 1980, and at quarterly intervals thereafter.

Effective July 1, 1981, the Cost of Living Allowance shall be limited by a forty cent (\$.40) cap. Provided, however, the Cost of Living Allowance will be folded in on June 30 of each year of this Agreement.

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(c) In no event will a decline in the BLS Consumer Index, below the March Index of each year, provide the basis for a reduction in the wage rate.

(d) The amount of the Cost of Living Allowance shall be in accordance with the Index Table on the basis of a one cent (\$.01) per hour adjustment for each 0.5 change in the Index.

(e) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, vacation payments, holiday payments and call-in pay, but not longevity, sick bank buy out or separation pay (earned vacation).

(f) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

(g) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

(h) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index.

(i) Cost of Living Allowance payments are frozen at zero (\$0) dollars as of June 30, 1982 unless renegotiated.

ARTICLE XXIX - TERMINATION, RENEWAL AND MODIFICATION

Section 1.

This Agreement shall become effective as of the date of execution and will remain in full force and effect until June 30, 1996. Not more than ninety (90) days, nor less than sixty (60) days prior to the termination thereof, as herein provided, either party may, by written notice to the other party, request negotiations for renewal and modification, or a new Agreement. Failure to submit such timely notice shall mean that this Agreement shall continue in full force and effect on an annual basis unless and until timely notice is submitted.

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Section 2.

Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement of all issues by the expiration date. In the event the parties have been negotiating in good faith, but no agreement is reached by July 1, 1996, this Agreement shall continue in full force and effect on a day-to-day basis, subject to a ten (10) day written notice by either party to terminate this Agreement. Notice must be by registered or certified mail, with return receipt requested.

CONTRACT REOPENER

It is further agreed and understood that this Agreement may be reopened as to wages at any time should the City elect to implement the contracting of solid waste collection or any other bargaining unit work.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representative, signed and sealed this Agreement on the 31st day of March, 1995.

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION, LOCAL 3120
(AFL-CIO)

Judy Pickett JEA
Gerald E. Allen
John W. Hurley
John W. Hurley
William C. Hurley

FOR THE CITY OF FERNDALE

Mayor Charles J. Hurley
Diare H. Emami
CITY CLERK, DEPUTY

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SCHEDULE A

<u>HIRED BEFORE 7/1/84</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3YRS.</u>
Auto Mechanic	12.90	13.55	14.22	14.94	15.68
Auto Mechanic/Leader	13.24	13.90	14.60	15.33	16.09
Water Meter Reader	12.01	12.61	13.24	13.91	14.60
Water Meter Repairman	12.34	12.96	13.60	14.28	15.00
Water Mtr. Repair/Bkpr	12.45	13.07	13.73	14.42	15.14
PW Maint. Office/ Central Stores Chief	13.85	14.54	15.27	16.03	16.83
Motor Pool Leader	17.53				
Parks/Stirts/Hwy Leader	16.92				
Water System Leader	16.92				
Laborer (90 days prob.)	12.96				
Laborer I (After 90 w.d.)	14.25				
Gardener/Laborer	14.25				
Custodian I	14.25				
Custodian II	14.44				
Electrician/Traf.Sg.Tech	18.67				
Electrician	16.43				
Electrician's Helper	15.02				
Equipment Operator I	14.51				
Equipment Operator II	15.02				
Parking Meter Repairman	14.84				
Parking Meter Rpr/Leader	15.48				
Sanitation Inspector	15.02				
Sign & Traffic Painter	15.30				
Sign & Traffic Paint/Ldr	15.48				
Storekeeper, Assistant	14.27				
Storekeeper	15.08				
Tree Trimmer I	14.58				
Tree Trimmer II	15.10				
PW-Utilities/Leader	15.48				
Water Pump Station Attd.	15.14				
Water Mtr Reader/Srvman	14.71				
Water Serviceman	14.77				

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SCHEDULE B

HIRED BETWEEN <u>7/1/84 AND 1/1/95</u>	<u>START</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YRS.</u>	<u>3YRS.</u>
Auto Mechanic	11.60	12.18	12.79	13.43	14.10
Auto Mechanic/Leader	11.92	12.52	13.15	13.80	14.49
Water Meter Reader	10.81	11.35	11.92	12.51	13.14
Water Meter Repairman	11.12	11.68	12.27	12.88	13.52
Water Mtr. Repair/Bkpr	11.21	11.78	12.36	12.98	13.63
PW Maint/Ctrl.Str Chief	12.47	13.10	13.75	14.44	15.16
Motor Pool Leader	15.78				
Parks/Stirts/Hwy Leader	15.23				
Water System Leader	15.23				
Laborer (90 days prob.)	11.66				
Laborer I (After 90 w.d.)	12.82				
Gardener/Laborer	12.82				
Custodian I	12.82				
Custodian II	13.00				
Electrician/Traf.Sg.Tech	16.81				
Electrician	14.79				
Electrician's Helper	13.51				
Equipment Operator I	13.06				
Equipment Operator II	13.51				
Parking Meter Repairman	13.35				
Parking Meter Rpr/Leader	13.93				
Sanitation Inspector	13.51				
Sign & Traffic Painter	13.77				
Sign & Traffic Paint/Ldr	13.93				
Storekeeper, Assistant	12.85				
Storekeeper	13.58				
Tree Trimmer I	13.12				
Tree Trimmer II	13.59				
PW-Utilities/Leader	13.93				
Water Pump Station Attd.	13.62				
Water Mtr Reader/Srvman	13.24				
Water Serviceman	13.30				

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SCHEDULE C

<u>HIRED AFTER 1/1/95</u>	<u>START</u>	<u>1 YR.</u>	<u>2 YR.</u>	<u>3 YR.</u>	<u>4 YR.</u>
Auto Mechanic	11.60	12.18	12.79	13.43	14.10
Auto Mechanic/Leader	11.92	12.52	13.15	13.80	14.49
Water Meter Reader	10.81	11.35	11.92	12.51	13.14
Water Meter Repairman	11.12	11.68	12.27	12.88	13.52
Water Mtr. Repair/Bkpr	11.21	11.78	12.36	12.98	13.63
PW Maint/Ctrl.Str Chief	12.47	13.10	13.75	14.44	15.16
Motor Pool Leader	12.98	13.63	14.31	15.03	15.78
Parks/Strts/Hwy Leader	12.53	13.16	13.81	14.50	15.23
Water System Leader	12.53	13.16	13.81	14.50	15.23
Laborer (90 days prob.)	9.59				
Laborer I (After 90 w.d.)	10.55	11.07	11.63	12.21	12.82
Gardener/Laborer	10.55	11.07	11.63	12.21	12.82
Custodian I	10.55	11.07	11.63	12.21	12.82
Custodian II	10.70	11.23	11.79	12.38	13.00
Electrician/Traf.Sg.Tech	13.83	14.52	15.25	16.01	16.81
Electrician	12.17	12.78	13.41	14.09	14.79
Electrician's Helper	11.11	11.67	12.25	12.87	13.51
Equipment Operator I	10.74	11.28	11.85	12.44	13.06
Equipment Operator II	11.11	11.67	12.25	12.87	13.51
Parking Meter Repairman	10.98	11.53	12.11	12.71	13.35
Parking Meter Rpr/Leader	11.46	12.03	12.63	13.27	13.93
Sanitation Inspector	11.11	11.67	12.25	12.87	13.51
Sign & Traffic Painter	11.33	11.90	12.49	13.11	13.77
Sign & Traffic Paint/Ldr	11.46	12.03	12.63	13.27	13.93
Storekeeper, Assistant	10.57	11.10	11.66	12.24	12.85
Storekeeper	11.17	11.73	12.32	12.93	13.58
Tree Trimmer I	10.79	11.33	11.90	12.50	13.12
Tree Trimmer II	11.18	11.74	12.33	12.94	13.59
PW-Utilities/Leader	11.46	12.03	12.63	13.27	13.93
Water Pump Station Attd.	11.21	11.77	12.35	12.97	13.62
Water Mtr Reader/Srvman	10.89	11.44	12.01	12.61	13.24
Water Serviceman	10.94	11.49	12.06	12.67	13.30

LETTER OF UNDERSTANDING NO. 1

During the 1993 negotiations, the parties agreed to allow qualified employees to opt for early retirement pursuant to a Retirement/Pension buyout program outlined below:

Rules governing the Pension Buyout

1. Proposal waives current age and service requirements only for those employees who retire under this Retirement Buyout Option.
2. This option is available only to those employees who have attained 22 years of credited service with the City by or before June 30, 1996.
3. To qualify for this option and retire with benefits immediately payable, an employee must have attained a minimum of 25 years of service credit with the City, including years purchased as provided herein.
4. To be eligible, employees must exercise their option to take advantage of this program by signing a form reflecting their desire to do so no later than March 15, 1995.
5. Participants may purchase a maximum of three (3) service years at a cost, to be borne by the employee, of 5% of the employee's FAC for each year purchased.
6. Employees who actually retire and separate from City service by or before March 15, 1995 will be allowed to retain a \$3.00 drug card. Such employees will still be required to pay at their own expense 5% for each service year purchased.
7. Employees who retire immediately and elect to purchase additional service years will pay for years purchased in a single lump sum payment to the City. Those employees who purchase additional years and remain employed can make payment through payroll deduction. Said payments to the City shall be completed no later than the last day of work.

LOCAL 3120 - CONTRACT 1993-1996

LETTER OF UNDERSTANDING NO. 2

During the negotiation of this contract, the parties agreed that all full-time members of the bargaining unit as of January 6, 1995 will receive a \$500.00 ratification bonus payment (subject to all withholding) in the first week of January of 1996. The amount of said bonus payment will be pro-rated for part-time employees. It is expressly understood that employees hired after January 6, 1995 will not be entitled to receive any such bonus payment.

LOCAL 3120 - CONTRACT 1993-1996

EXHIBIT I

EMPLOYEES REFERRED TO IN ARTICLE XV, SECTION I

Dixie Caudill

John Crowley

Michael McClellan

Ronald McLean

Stanoje Milanovic

Robert Schwab

Ray Williams

LOCAL 3120 - CONTRACT 1993-1996

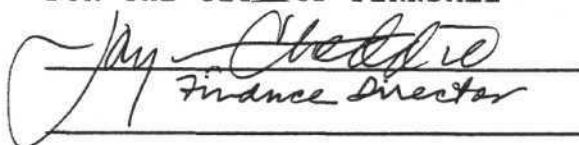
ADDENDUM TO CITY/LOCAL 3120 AGREEMENT

It is hereby agreed to by the parties that a part-time position of Assistant Sanitation Inspector will be included in the Local 3120 bargaining unit. The employment period for said position shall be annual. The hours of work shall be thirty (30) hours per week, Monday through Friday.

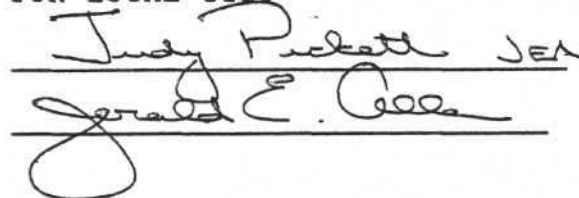
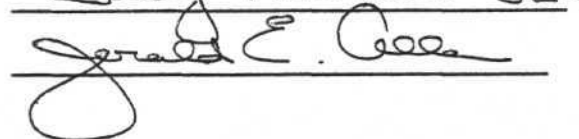
Seniority shall be acquired on a pro-rata basis, determined by the hours worked and based on a standard 2080 hour work year. Benefits shall be as follows:

- A. Vacation. Thirty (30) hours per year after one year of service. Sixty (60) hours per year after two years of service.
- B. Holiday Pay. Based on six (6) hours per day.
- C. Breaktime. Two (2) ten-minute wash-up periods--one prior to lunch, the other at the end of the work day. One (1) thirty-minute lunch period.
- D. Pay. The hourly rate of pay shall be \$7.53 retroactive to July 1, 1993.

FOR THE CITY OF FERNDALE


Finance Director

FOR LOCAL 3120

 JER


Signed this 31st day of March, 1995.