

1299

6/30/92

A G R E E M E N T

between

CITY OF FRASER

and

TEAMSTERS LOCAL 214, FRASER CLERICAL UNIT

July 1, 1989 to June 30, 1992

*Fraser City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

# I N D E X

		<u>PAGE NUMBER</u>
PREAMBLE		1
WITNESSETH		1
ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	2
Section 2.1	Requirements of Union Membership	2
Section 2.7	Union Dues & Initiation Fees	2
	Payment by Check-Off	
Section 2.8	Check-Off Form	2
Section 2.9	When Deductions Begin	3
Section 2.10	Remittance of Dues to	3
	Financial Officer	
Section 2.11	Termination of Check-Off	3
Section 2.12	Disputes Concerning Membership	3
ARTICLE III	EFFECT OF AGREEMENT	3
Section 3.3	Managements Rights	4
ARTICLE IV	GUARANTEES OF RIGHTS	5
ARTICLE V	REPRESENTATION	5
ARTICLE VI	GRIEVANCE PROCEDURE	7
ARTICLE VII	SENIORITY	9
Section 7.1	Date of Seniority/Seniority List	9
Section 7.2	Application of Seniority	9
Section 7.3	Probationary Period	9
Section 7.4	Loss of Seniority	10
Section 7.5	Protected Seniority	10
Section 7.6	Layoffs	10
Section 7.7	Recall	11
Section 7.8	Filling Vacancies	11
Section 7.9	Selection of Successful Bidders	12
	and Trial Period	
Section 7.10	Sequence of Posting Vacancies	12
Section 7.11	Temporary Classification	12
	Assignments	
Section 7.12	Subcontracting	12
Section 7.13	Temporary Employees	12
Section 7.14	Transfers	13
Section 7.15	Notice	13

ARTICLE VIII	OVERTIME PAY & PREMIUM PAY	13
Section 8.10	Call-In Time	15
Section 8.11	Computation of Back Wages	15
ARTICLE IX	MISCELLANEOUS	15
Section 9.2	Use of City Facilities	15
ARTICLE X	HOLIDAYS	16
Section 10.1	Recognized Paid Holidays	16
Section 10.4	Holiday Observed During Vacation	16
ARTICLE XI	VACATIONS	17
Section 11.3	Pay Advance for Vacations	17
Section 11.4	Vacation Pay Upon Lay-Off, Retirement or Discharge	17
ARTICLE XII	GENERAL PROVISIONS	17
Section 12.1	Substitute Employees	17
Section 12.4	Full-Time Employees	18
Section 12.5	Open Personnel File	18
Section 12.6	Employee's Training	19
Section 12.7	Educational Benefits	19
ARTICLE XIII	VETERAN'S PREFERENCE	19
Section 13.2	Educational Leave of Absence for Veterans	21
ARTICLE XIV	INSURANCE BENEFITS	21
Section 14.1	Hospitalization, Medical, Surgical, Dental and Vision Insurance	21
Section 14.2	Life Insurance	22
Section 14.3	Long-Term Disability Insurance	23
Section 14.4	Short-Term Disability Plan	23
ARTICLE XV	PHYSICAL EXAMINATION REQUIRED BY THE CITY	25

ARTICLE XVI	RATES OF PAY	25
Section 16.1	Wages	25
Section 16.2	Cost of Living Allowance (COLA)	25
Section 16.3	Rates for New Jobs	25
ARTICLE XVII	RETIREMENT	26
ARTICLE XVIII	LONGEVITY AND SEVERANCE PAY	26
ARTICLE XIX	LEAVE OF ABSENCES	26
Section 19.1	Permissive Leave of Absence	26
Section 19.2	Leave for Union Office	27
Section 19.3	Union Conventions	27
ARTICLE XX	FUNERAL LEAVE	27
ARTICLE XXI	DUTY INCURRED INJURY	27
ARTICLE XXII	JURY AND COURT LEAVE	28
ARTICLE XXIII	PERSONAL LEAVE DAYS	28
ARTICLE XXIV	DEFINITIONS	28
ARTICLE XXV	GENDER CLAUSE	29
ARTICLE XXVI	SUPPLEMENTAL AGREEMENTS	29
ARTICLE XXVII	MILEAGE	29
ARTICLE XXVIII	RESIDENCY	29
ARTICLE XXIX	WAIVER	29
ARTICLE XXX	WORK RULES	30
ARTICLE XXXI	DURATION OF AGREEMENT AND SEVERABILITY	30
ARTICLE XXXII	MAILING ADDRESS FOR NOTICES	30
SIGNATURES	FOR THE UNION AND FOR THE CITY	31
ADDENDUM 1	MEMO OF UNDERSTANDING	
ADDENDUM 2	SEXUAL HARASSMENT	
	PROTECTIVE DEVICES	

PREAMBLE

This Agreement entered into on the 1st day of July, 1989, is between the City of Fraser, County of Macomb, State of Michigan, (hereinafter referred to as the "City"), and the Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union"), and will extend to June 30, 1992.

WITNESSETH

Whereas the City and the Union mutually recognize and acknowledge that the best interest of the City and of the community will be protected and served by an Agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

ARTICLE I  
RECOGNITION

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

All full and part-time clerical employees of the City of Fraser except: library pages, clerical employees of the Department of Public Safety and confidential secretaries to City Manager, City Attorney and Director of Public Safety.

1.2 The employer recognizes the established rights, responsibilities, and values of the Union and has no objections to its employees becoming members of the Union. The Employer specifically will not tolerate on the part of its representatives any discrimination or activity whatever against the Union and will discipline any employee who on the Employer's time carries on anti-union activity or who seeks directly or indirectly to interfere with the status, membership, or responsibilities of the Union.

ARTICLE II  
UNION SECURITY

2.1 Requirements of Union Membership. Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

2.2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

2.3 Employees hired, rehired, and reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

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

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

2.6 All bargaining unit work shall be performed only by the bargaining unit employees - except part-time or temporarily hired help and co-op employees.

2.7 Union Dues and Initiation Fees. Payment by Check-Off. Employees shall tender the initiation fees and monthly membership dues by signing the authorization for Check-off of Dues form.

2.8 Check-Off Form. During the life of this Agreement and in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, the City agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-off of Dues" form.

2.9 When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is signed by the employees and shall be deducted from each week's pay.

2.10 Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Financial Secretary of Teamsters Local Union 214, with a list for whom dues have been deducted.

2.11 Termination of check-off. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the Bargaining Unit. The Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

2.12 Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the City and representatives of the Union, and if not resolved, may be decided at the final step of the Grievance Procedure.

ARTICLE III  
EFFECT OF AGREEMENT

3.1: The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

3.2: For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of work or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the Bargaining Unit for any reason. No officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the City authorize or encourage the same nor lock out the employees.

3.3: The rights of the City to effectively administer the City's work force are recognized by the Union and shall be administered in conformance with the Agreement.

MANAGEMENT RIGHTS

1. The Union recognizes the Employer's right to manage its affairs and direct its work force.
2. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.
3. The City of Fraser, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City including, but without limiting the generality of the foregoing the right:
  - (a) 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, and the discontinuance of any services, materials or methods of operations;
  - (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
  - (c) to determine the number, location, and type of facilities and installations;
  - (d) to determine the size of the work force and increase or decrease its size;
  - (e) to hire, assign and lay off employees;



- (f) to direct the work force, assign work and determine the number of employees assigned to operations;
- (g) to establish work schedules;
- (h) to discipline and discharge employees for cause;
- (i) to adopt, revise and enforce working rules and carry out cost and general improvement program(s).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Fraser, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

#### ARTICLE IV GUARANTEES OF RIGHTS

4.1 The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, sex or national origin.

4.2 The City agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union.

4.3 The City agrees that its enforcement of discipline will be fair and for just cause.

#### ARTICLE V REPRESENTATION

5.1 The members of all Union Committees recognized by the City for purposes of collective bargaining shall have to be seniority employees with the City of Fraser.

5.2 The names of all such Committee members shall be submitted in writing to the City by the Union upon election or appointment to a recognized Committee.

5.3 The City agrees to recognize a Bargaining Committee which shall be composed of no more than one (1) Chief Steward, one Steward, and one representative of Local 214, of their (the Local's) attorney.

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

5.5 The City agrees to meet in special meetings, through its Bargaining Committee, with the Union Bargaining Committee, which shall include the Local Union's Stewards, business representative of Local 214 and/or their attorney, to consider all matters which come properly before said Committees.

Special meetings on important matters between the employer and the Union will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting gives notice to the responsible Department Head and submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda.

5.6 Special conferences for important matters will be arranged between Teamsters Local 214's business representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union, shall not lose time or pay for time spent in such special conferences.

5.7 The City agrees to recognize Local 214's Grievance Panel composed of three (3) officers of Local 214.

5.8 During overtime periods where three (3) or more employees are assigned in which a steward is not working, the Chief Steward of the Local 214 may designate one of the working employees as a temporary Steward for the overtime period. In such case, verbal notification to the appropriate City authority shall be sufficient.

5.9 Meetings between the City's designated representatives and recognized Union Committee shall be scheduled to commence no later than 5:00 p.m. on the day of the meeting.

ARTICLE VI  
GRIEVANCE PROCEDURE

6.1 A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

6.2 The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

6.3 All specified time limits herein shall consist only of work days.

6.4 Each grievance shall have to be initiated within three (3) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint.

6.5 Any bargaining unit employee having a grievance as hereinabove defined may process the complaint in the following manner:

Step 1 The aggrieved employee shall have the right to demand representation by a Union Steward and/or business representative. The City authority with whom the complaint is lodged and on whom the demand is made, shall arrange for a Union Steward to be available no later than the next day following that in which representation is requested. Upon the Union Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Union Steward. If, in the Union Steward's opinion, proper

cause for complaint exists, a meeting on the problem shall take place between the grievant and the Union Steward on the one hand and the Supervisor of the particular department or his representative, on the other hand. Sufficient time will be allotted during working hours to provide for normal investigation and processing of the complaint.

In the event that the Union is dissatisfied with the result of the meeting with the supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular supervisor or his representative within five (5) days after the aforementioned meeting. The Supervisor or his representative shall thereupon have five (5) days to respond to the grievance, in writing, setting forth his position on the matter.

Step 2 If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the supervisor or his representative within five (5) days of receipt of said written answer. Such appeal shall be directed to the City Administrator in charge of the employee group which includes the grievant. A meeting on the matter shall take place within fourteen (14) days of the City Manager's receipt of the appeal. This Step Two meeting shall be between the Union Steward on the one hand and the City Administrator or his representative, who may be accompanied by the supervisor involved, on the other hand. The City Administrator or his representative shall render a written answer on the subject to the Union within fourteen (14) days after the occurrence of the Step Two meeting.

Step 3. If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the City Administrator's answer, the Union may submit the grievance to the final and binding arbitration under the rules of the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission, which shall act as administrator of the proceedings and with each side paying an equal share of the cost involved.

6.6 The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this Agreement. (Note: At all steps in the above grievance procedure where the supervisor is not involved, the City Manager or his representative shall be the proper City Representative).

6.7 "Notice of Discharge or Discipline". If the employee or the Union reasonably believes the action taken to be unwarranted in the particular case, an appeal may be made of such action through the grievance procedure. At the option of the employee or the Union with the employee's consent, the appeal may be filed at the step of the grievance procedure handled by the City Administrator.

## ARTICLE VII SENIORITY

7.1 Date of Seniority/Seniority Lists. The seniority of employees on the list shall commence with the date of hire by the City of Fraser. The Union shall be furnished with a list setting forth, in the order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Such list shall be revised each six months with copies given to the Union. A seniority list with classification will similarly be provided.

Part-time Employees. Part-time clerical employees shall accrue seniority on basis of actual hours worked. Part-time clerical employees appointed to full time positions shall commence probationary period on date of said full time appointment.

7.2 Application of Seniority. Seniority shall be applied as hereinafter provided: first, within classifications; then, occupational groups and; finally, district-wide.

7.3 Probationary Periods. New employees hired into the unit from the outside shall be probationary for the first six (6) months of their employment after which they shall attain

seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire. New employees, while in their probationary period, may be terminated and the City shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that protest may be entered against termination during said probationary period. New employees shall not be required to complete the probationary period prior to the commencement of any benefits except as otherwise provided for herein.

7.4 Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

1. If the employee quits.
2. If he is discharged and the discharge is not reversed through the grievance process of this Agreement.
3. If he is absent for three (3) consecutive working days without notifying the employer and fails to give explanation for the absence and lack of notice which are satisfactory to the City Administrator.
4. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If he overstays a leave granted for any reason, however, just cause exceptions may be made.

7.5 Protected Seniority. Preferential seniority against layoffs only shall be granted to all members of the recognized collective bargaining and grievance committees and to the Local Union Stewards provided that any employee so retained is qualified to perform the work of the job which is available.

7.6 Layoffs. Reductions in the work force shall be effected through the following procedures:

- A. All seasonal, temporary, probationary, and part-time employees in the affected department shall be laid off first prior to the laying off of any regular full time or part-time union employees.
- B. The necessary number of least senior employees shall be removed from the affected classification.

- C. Any least senior employee so removed shall be able to exercise seniority rights to bump:
  - 1. Into any classification on a City-wide basis in which he is qualified either because said classification is in a direct line beneath the classification, or
  - 2. Because said employee had previously satisfactorily held a job in said other classification, or
  - 3. To any other job to which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job without a trial period.
- D. An employee who has bumping rights as set forth in (C) above, shall have the right either to exercise the bump or to accept layoff until recalled.
- E. The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.
- F. Affected employees shall be given a written notice of thirty (30) days of impending lay-off.

7.7 Recall. Laid off employees shall be recalled in the inverse order of lay-off. The most senior employees shall be recalled to the first opening in the classification from which the employee was laid off or, if he had bumped down from his original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the City Administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.

7.8 Filling Vacancies. When vacancy exists after the assignment of shift and location bidders, it shall be filled either through the bidding system, transfer assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job-title, shift and location of the opening and, also the prerequisite qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled and the Union shall have the right to protest through the grievance process if any unreasonable qualification is listed for any job by the City Administration. Part-time clerical employees shall receive first consideration for appointment to full-time positions provided said employees are qualified.

7.9: Selection of Successful Bidders and Trial Period. The most senior bidder who meets the requirements posted for the job shall be given a trial period of up to sixty (60) work days as soon as can be arranged in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event that the successful bidder is deemed unsatisfactory, or if he elects to reject the job during the first thirty (30) days after assignment, he shall be restored to the job from which he had originally bid.

7.10 Sequence of Posting Vacancies. When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During said period, the vacated job may be filled by substitutes for no more than five (5) days after which the normal process of transfers or assignments will apply.

7.11 Temporary Classification Assignments. If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on the assignment, provided, that the assignment is for at least one-half of the assigned shift. The employee shall be responsible to have his time-card marked and o.k.'d for the higher rate.

7.12 Subcontracting. The Administration will not sub-contract out any work normally performed by its work force as long as employees are available during the regular work day and the necessary equipment is owned by and available to the City. The City reserves the right to sub-contract work as long as the regular work force is not laid off or a regular opening is filled.

The Union has the right to discuss new procedures that might increase the work if the City employees could perform the work on a competitive basis.

7.13 Temporary Employees. Day-to-day absences, where regular employees are not available for assignment, may be filled by substitutes. High school and college students may also be employed to augment the regular work force.



7.14 Transfers.

- A. An employee promoted or transferred from a job classification in the Bargaining Unit to a position outside the Bargaining Unit shall retain the seniority she had at the time of such promotion or transfer but shall not continue to accumulate seniority while she is in such non-Bargaining Unit position.
- B. An employee promoted or transferred as described in subsection (A) above and is subsequently promoted or transferred by the Employer back and placed in a job classification in the Bargaining Unit is entitled to her seniority as provided above except that the Employer shall have no obligation to return such employee to the Bargaining Unit if such employee is discharged for cause.

If the position outside the Bargaining Unit is eliminated, the employee shall retain bumping rights back into the Bargaining Unit based upon prior Unit seniority only.

If the position outside the Bargaining Unit is not eliminated but the employee no longer fills that position, except for reason of discharge for just cause, he/she shall retain bumping rights back into the Bargaining Unit based upon prior Bargaining Unit seniority only.

- C. Prior to creation of any additional confidential positions, this shall be negotiated with the Union.

7.15 Notice. Employees desiring to leave the employ of the City shall provide a written two weeks notice prior to their last day worked.

ARTICLE VIII  
HOURS, OVERTIME PAY AND PREMIUM PAY

8.1 The normal work week shall be Monday through Friday, 8:00 A.M. to 4:30 P.M., January 1st through December 31st.

Library personnel shall work to established work schedules with any changes to be pursuant to Article XXX, Section 30.2 of the Contract. Library full-time secretaries will work one (1) evening per week. Only when all the lower level full and

part-time clerks are scheduled for two (2) evenings per week will the full-time secretaries, in order of seniority, be scheduled when necessary for two (2) evenings work per week. Unscheduled leaves due to illness will not be counted in the above calculation.

8.2 A regular shift shall be seven and one-half (7 1/2) hours with sixty (60) minute lunch time.

8.3 In occurrence of overtime, an employee will receive a fifteen (15) minutes paid break after the first two (2) hours of work; and after the completion of four (4) hours, he shall be entitled to a paid mealtime of 30 minutes. After six (6) hours of continuous overtime, he shall be entitled to another fifteen (15) minutes paid break and every two (2) hours hereafter. After twelve (12) hours of continuous overtime, he should be entitled to another paid mealtime of (thirty) 30 minutes.

8.4 All work performed in excess of seven and one-half (7 1/2) hours before a regular shift on a continuous basis up to sixteen (16) hours will be paid at the rate of time and one half.

8.5 Double time will be paid for all hours worked on Sunday or a Holiday as spelled out in the contract, or after seven and one-half (7 1/2) hours on a Saturday, and after sixteen (16) hours on a continuous shift. The premium pay for hours worked on holidays shall be in addition to holiday pay.

8.6 Employees working over seven and one-half (7 1/2) hours per week forty (40) hours per week shall be required not to have been on an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time.

8.7 Overtime and extra hours will be divided as equally as possible among the employees working in the unit, low hour employee to have first call and a refusal or absences shall be considered the same as worked. Employees transferred into or rehired or new hires shall be posted for overtime or extra hours division on one (1) hour over the highest hour employee.

8.8 Any employee who has attempted to report for work and is unable because of an act of nature shall be paid for the complete shift.

8.9 In the event that fifty percent (50%) or more of the available Bargaining Unit members are unable to report for work due to the conditions referred to in Section 8.8 above, then those employees reporting for work shall receive an amount of personal leave time commensurate to the amount of time actually worked by the employee on that day.

The computation of the percentage above and the application of the appropriate benefit shall be computed by using the number of available employees on that day, i.e. those employees not on another form of excused leave time.

8.10 Call-in Time. Call-in time for regular or emergency work (except weekend duty). The above call-in time shall not be less than three (3) hours at straight time or not less than two (2) hours at the contract premium rate (time and one-half) for the day involved, whichever is greater.

8.11 Computation of Back Wages. No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate.

8.12 Part-time clerical employees shall work hours as assigned by the City.

#### ARTICLE IX MISCELLANEOUS

9.1 Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-City mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the City Administrator's Office.

9.2 Use of City Facilities. The Union will be permitted the use of City facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disruption to other commitments for use of the premises and without incurring additional cost to the City.

9.3 On safety problems and recommendations, the Safety Committee shall have the right to express concern to supervision in regards to defective equipment and unsafe working conditions as underlined by the Bureau of Safety and Regulation Law and Health Department Laws.

9.4 In the event the City scheduled meetings for any employees, they shall be paid their regular rate of pay for the hours required to attend the meetings.

9.5 The City shall provide identification cards to all employees of the Bargaining Unit. Smocks shall be provided in the xerox room of City Hall and in the Library workroom to use for the purpose of protecting the employee's clothing while operating the xerox machine and other business equipment. The City shall maintain the smocks in reasonable condition.

9.6 An area with table in City Hall and the Library shall be provided for the employees of the Bargaining Unit to eat their lunch.

ARTICLE X  
HOLIDAYS

10.1 Recognized Paid Holidays. The following shall be recognized as paid holidays for employees:

New Years Day  
Founders Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day

Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
\*\*Employee's Birthday

\*\* (As a floating holiday with scheduling to be approved in advance by employee's Supervisor)

10.2 Should the City offices remain open on any Veteran's Day holiday, Veteran's Day shall be recognized as a floating holiday for all affected employees in the Bargaining Unit.

10.3 When an employee is required to work on a listed holiday, he shall receive his regular pay (holiday pay) plus double time for the hours worked.

10.4 Holiday Observed During Vacation. When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

ARTICLE XI  
VACATIONS

11.1 Each full-time employee shall receive credit for paid vacation time in accordance with the following schedule:

1 year -	10 Days	15 years -	21 Days
2 years -	15 Days	20 years -	23 Days
5 years -	17 Days	25 years -	25 Days
10 years -	19 Days		

30 Day Maximum - all in excess of 40 days as of 6-30-79 must be taken by 6-30-80 or will be lost.

Vacations based on the above schedules may be requested and with permission granted 90 days prior to anniversary date.

Part-time employees will be provided vacation time on a pro-rated basis (to be worked out by the parties).

11.2 Vacations shall be taken in weekly periods; except, if the employee wishes, the vacation may be split to single day periods, subject to the approval of the department head.

11.3 Pay Advance for Vacations. An employee will be given his pay check for any regular pay period which may fall during his vacation, provided that he makes written request to the office of the City Administrator at least four weeks prior to the scheduled vacation. If his vacation is changed, he shall immediately, upon such change, give written notice thereof to the same office. An employee will be paid his current rate for the regular work day not exceeding eight (8) hours per day for the period of his vacation and he will continue to receive credit for any benefits provided in this Agreement during the period of his vacation.

11.4 Vacation Pay Upon Lay Off, Retirement or Discharge. Any employee who is laid-off or retires shall be paid within fourteen (14) work days thereafter, for any unused vacation days including those days accrued at the then current calendar year.

ARTICLE XII  
GENERAL PROVISIONS

12.1 Substitute Employees. Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement. They shall be paid in accordance with the rates for such employment, not less than existing minimum wage.

- 12.2 A. Seasonal and substitute employees shall not achieve seniority status for the time worked in such capacity except preference the following year.
- B. The Union shall be considered the collective bargaining representative of all full-time employees as hereinbefore provided, but not of seasonal and substitute employees.
- C. A seasonal or substitute employee may be given credit for time worked for the purpose of seniority as a full-time employee.

12.3 The City shall not discriminate against or prejudice the rights of full-time employees in respect to its arrangement with seasonal or substitute employees.

12.4 Full-time Employees. Any employee whose position has an annual work week is considered a full-time employee and entitled to all benefits under this Agreement, provided, that certain benefits such as personal leave and vacation shall be credited on a pro-rated basis correlated to the amount of time worked in relation to a twelve month period. Employees occupying nine (9) month positions will be given consideration in applying for any twelve month position, but his seniority will not be carried over to such new assignment.

A clerical employee who works on the average in excess of twenty-nine (29) hours per week over any consecutive three (3) month period shall be considered a full time employee.

12.5 Open Personnel File. In order to provide the employee with a fair and reasonable opportunity to be appraised and reply to certain materials placed in his personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material of whatsoever nature. "Non-Confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials which are not received for insertion to the file prior to actual employment.

- A. Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed but such signature shall be construed only as an acknowledgement that he has read the material and not that he necessarily agrees with its content.

- B. Each employee may submit his written and signed answer to any such material and the answer shall be included in his personal file.
- C. Each employee may examine the non-confidential content of his personnel file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- D. Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent.

12.6 Employee's Training. The City may request such employees as it desires to attend a course of City training related to their employment at the expense of the City and each employee who attends such training shall be paid normal straight time rate of pay for a regular work day for the period of attendance in such training.

12.7 Educational Benefits. The City shall reimburse employees for tuition and books for required job related courses offered by an accredited institution of higher learning provided that the employee satisfactorily completes the course(s) with a passing grade. In order to be eligible for such reimbursement, the employee must make proper application to the City and receive approval by the City Administrator prior to enrolling in the class(es). In the event that non-job related classes are required for a job-related degree or certificate, such classes shall not be excluded for this provision.

ARTICLE XIII  
VETERAN'S PREFERENCE

13.1 Any employee who enters into active military service in the Armed Forces of the United States shall be entitled to pre-employment in any and all veteran's preference or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an annual Armed Forces Reserve or National Guard reserve training session will be paid by the City for the difference between the pay received for such training session and his regular pay with the City for a maximum of two (2) calendar weeks in any one year.

13.2 Educational Leave of Absence for Veterans

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

ARTICLE XIV  
INSURANCE BENEFITS

14.1 Insurance Benefits - Hospitalization, Medical, Surgical, Dental and Vision Insurance

Under this Agreement, the Employer will provide a Hospitalization, Medical, Surgical, Dental and Vision care plan for all employees covered under this Agreement including the employee's immediate family (dependent children to be covered to age 25 if deducted on most recent IRS tax year as dependent). These benefits will become effective the first of the month following thirty (30) calendar days of employment under this Agreement. Insurance will be continued for employee and spouse after retirement at age 55 or above.

Minimum Benefits:

365 Days of semi-private hospitalization in approved hospital.

Full hospital extras.

Full surgical (on a reasonable and customary basis).

Full medical, while hospitalized (on a reasonable and customary basis).

OB/Maternity treated same as any other condition for employee or spouse.



### Major Medical (MM):

Following the use of the basic benefits, the employee will have at their disposal, a Major Medical (MM) plan to provide benefits as follows:

After a deductible of \$100 per person (\$200 for a family), the MM plan will pay eighty percent (80%) of the next Two Thousand Dollars (\$2,000) of covered benefits, then one hundred percent (100%) of all other benefits up to One Million Dollars (\$1,000,000). Actual benefits will be governed by the Insurance Contract in effect at the time of an employee's claim. The benefits of this Agreement may exceed those included herein and determination of the Insurance Carrier is the full responsibility of the employer. The employer reserves the right to choose the carrier of these benefits.

### Prescription Drugs:

Prescription drugs will be covered and is part of the MM benefit plan. Full explanation of benefits will be provided each employee by the employer's Insurance Company and benefit determination is between the carrier and the employee. The employer will provide assistance as needed to the carrier in claim determination and processing.

### Vision Care:

Under this Agreement, the Employer will provide a vision care plan for all employees and their dependents covered under this Agreement (dependent children to be covered to age 25 if deducted on most recent IRS tax year as dependent). This benefit will become effective the first of the month following thirty (30) calendar days of employment under this Agreement.

### 14.2 Life Insurance

The employer shall provide and the employee shall accept the following amounts of Group Life Insurance and Accidental Death and Dismemberment ("AD & D"):

Following thirty (30) calendar days of employment, all employees covered under this Agreement will be provided with Twenty Thousand Dollars (\$20,000) of Life Insurance, plus a like amount of AD & D. This benefit will become effective the first of the month following the thirty (30) day period. All provisions of the Insurance Company in force at time of claim

will determine how benefits are handled. The employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end, the employer has the right to determine the carrier for this benefit. Each employee will be provided a Life and AD & D Certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The employer will provide assistance and forms needed for claims or beneficiary changes.

#### 14.3 Long-Term Disability Insurance

The employer shall provide, through an Insurance Plan, a Long-Term Disability program that will be a minimum benefit as follows:

Following a period of ninety (90) days of total disability, employees covered under this Agreement will receive, in accordance with the provisions of the Insurance Company in effect at the time of total disability, benefits of:

Sixty percent (60%) of current base earnings at time of disability to retirement or 65 years of age not to exceed Two Thousand Dollars (\$2,000) per month less any benefits provided under:

1. Primary and full-family Social Security
2. Worker's Compensation
3. Accumulated sick leave
4. Any disability provision under the pension program then in force
5. Any other monies provided by the employer under this Agreement

The employer reserves the right to choose the carrier for the LTD benefits. Each employee will, within a reasonable time following eligibility, receive from the Insurance Carrier a Certificate of Insurance. All beneficiary changes and claim processing is the responsibility of the employee. The employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

#### 14.4 Short-Term Disability Plan

The employer shall provide a Short-term Disability program that will be a benefit plan as follows:

From the first day through the ninetieth calendar day of total disability, employees covered under this Agreement will receive, in accordance with the provisions of this section, total disability benefits of:

1. Seventy-five percent (75%) of current base earnings at time of disability, from all sources, until implementation of Long-Term Disability Insurance, pursuant to Section 14.3 of this Agreement.
2. No further granting or accumulation of specific sick days will occur.
3. The employer will "buy" existing sick leave banks under mutually-accepted terms as follows:
  - a. Sick leave banks "frozen" as of 6/30/81
  - b. Sick leave banks purchased at 81-82 rate and paid out at the rate of 60% over a period of five (5) years with a \$1,000 maximum per year.
  - c. Employee has option to either receive pay under terms of Subsection (b) or to utilize sick leave bank pursuant to Section (6) of this Article.
  - d. For employees who opt to continue a sick leave bank without the initial cash-out, on July 1 of each year, these employees shall be given the opportunity to cash-out the balance of their sick leave bank at the 81-82 rate.
4. Employer has right to require proof of illness.
5. Waiver of prior vacation scheduling and personal leave day scheduling for family illness.
6. Employee may opt to use any other paid time off on a pro-rata basis as a supplement to 100% of current gross pay at base rate.
7. Sick Day Bonus: Any employee taking three sick days or less in any given fiscal year beginning 7-1-87 shall receive a bonus of \$300 payable July 1st of the following fiscal year. This bonus applied only to full-time employees.
8. Off the Job Injury-Benefits: After an employee has been off the job for 90 days (STD) on an off the job injury, all benefits will terminate except for LTD benefits and the applicable provisions of COBRA. Upon the employees retiring these benefits will be pro-rated.

ARTICLE XV  
PHYSICAL EXAMINATION REQUIRED BY THE CITY

15.1 The City shall continue to pay the cost of any physical examinations required by law or by the City, as the case may be, for all employees. Such examinations shall be given by a duly licensed physician selected by the City.

ARTICLE XVI  
RATES OF PAY

16.1 WAGES

SECRETARY	EFF. 7-1-89	EFF. 7-1-90	EFF. 7-1-91
Start	\$19,082	\$19,969	\$20,898
6 Months	\$19,520	\$20,428	\$21,378
12 Months	\$19,963	\$20,891	\$21,862
18 Months	\$20,399	\$21,348	\$22,341
24 Months	\$20,843	\$21,812	\$22,826
30 Months	\$21,284	\$22,274	\$23,310
36 Months	\$21,723	\$22,733	\$23,790
42 Months	\$22,166	\$23,197	\$24,276
48 Months	\$22,608	\$23,659	\$24,759
PART-TIME	\$6.969	\$7.293	\$7.632

16.2 Cost of Living Allowance (COLA)

Cost of Living Allowance (COLA) shall be calculated based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers, Detroit, Michigan (1967 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor hereinafter referred to as the "Index". COLA shall be computed measuring the Index from April to April each year and payable commencing July 1 each year at the rate of one cent 1 per hour for each full one percent (1%) increase in the Index. On July 1 each year, employees shall receive a lump sum separate check in amount of COLA cents-per-hour times 1950 hours.

16.3 Rates for New Jobs

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

ARTICLE XVII  
RETIREMENT

17.1 The City shall provide a retirement plan under the money purchase plan and deferred compensation with the City contributing seven percent (7%). Vesting period for the Money Purchase Plan shall be six (6) years.

The employee may contribute to the Deferred Compensation Plan or any other plan available to this unit.

ARTICLE XVIII  
LONGEVITY AND SEVERANCE PAY

18.1 Purpose is to maintain a stable and experienced work force.

18.2 Longevity pay in the amount of:

- 2% of base wages for 5 to 10 years of service.
- 4% of base wages for 10 to 15 years of service.
- 6% of base wages for 15 to 20 years of service
- 8% of base wages for 20 years of service and over,  
with a maximum of \$1,100.00.

If any other bargaining unit within the City of Fraser receives a higher cap, then the higher cap will be passed on to this bargaining unit. This excludes awards won by a bargaining unit in Act 312 arbitration.

18.3 Each employee who has been employed by the City for a period of five (5) consecutive years shall be eligible for severance pay upon death or retirement or resignation.

18.4 Severance pay shall be an amount equal to the employee's accumulated sick and emergency leave bank days paid to fifty (50%) percent of pay in accordance with the employee's regular daily rate.

ARTICLE XIX  
LEAVE OF ABSENCES

19.1 Permissive Leave of Absence. The City may grant a leave period not exceeding one (1) year without loss of seniority for any purpose which the City deems to constitute good cause. Such leave may be extended for an additional period of one (1) year, in the discretion of the City.

19.2 Leave for Union Stewards. The City shall grant a leave of absence without loss of seniority for a period not to exceed two (2) years, to any member of the Union who is elected or appointed to a full time Union office. Such leave may be extended for an additional period of one (1) year, at the discretion of the City.

19.3 Union Conventions. Leave for elected delegates will be granted for a maximum of five (5) days upon two (2) weeks notice for the purpose of attending Union Conventions, with pay.

ARTICLE XX  
FUNERAL LEAVE

20.1 Funeral Leave. Each full time employee shall be entitled to leave with pay in the following cases without charge to other paid time off:

1. Death in the immediate family of the employee and/or his spouse for a period not exceeding three (3) working days. Immediate family shall mean mother, father, brothers, sisters, child, wife, husband, grandparent, grandchild, mother-in-law, father-in-law, step-mother and step-father.
2. Death of other relatives or member of the household for a period of not exceeding one (1) day.
3. In the event that the funeral leave provision is applicable to any employee on a day which would otherwise have been a paid day off for reason other than funeral leave, such employee shall suffer no reduction in compensation and/or time off which he otherwise would have received but for utilization of the funeral leave provision.

ARTICLE XXI  
DUTY INCURRED INJURY

21.1 Duty Incurred Injury. Any employee receiving an injury on the job requiring him to go home will receive pay for the full day's work with application of appropriate Worker's Compensation Benefits at the regular rate and if he is required to report back to the doctor, he will be paid for the time lost. Such additional payment shall be made for a period not to exceed one (1) year. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his normal weekly net take-home earnings, excluding overtime, from the first full day lost because of injury over the period of time he is unable to perform any work and is eligible and receives payments under the Worker's Compensation Act.

ARTICLE XXII  
JURY AND COURT LEAVE

22.1 Jury and Court Leave. Each full-time employee shall be excused from his regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena. He shall be paid the difference between his regular rate and such amounts as he may receive as juror or witness fees.

ARTICLE XXIII  
PERSONAL LEAVE DAYS

23.1 Personal Leave Days. Effective July 1, 1983, each employee is entitled to receive four (4) personal leave days per year to conduct personal business. Effective July 1, 1984, each employee is entitled to receive five (5) personal leave days per year to conduct personal business. Personal leave days shall be non-cumulative and must be used by the following June 30th of the year earned or they will be forfeited.

ARTICLE XXIV  
DEFINITIONS

24.1 "City" shall mean the City of Fraser.

24.2 "Union" shall mean the Teamsters Local 214.

24.3 "Employees" shall mean any member of the bargaining unit as hereinafter defined.

24.4 "Local Union Stewards" shall mean representatives of the Fraser Clerical Union or their alternate for the purposes and as provided hereinafter in this Agreement.

24.5 "Administrator" shall mean any employee of the City who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.

24.6 "Supervisor" shall mean the department head or designated representative.

24.7 "Discipline" shall mean any punitive action on behalf of the City against any employee which results in loss of pay or time.

24.8 "Discharge" shall mean the involuntary termination of employment of any employee by the City.

ARTICLE XXV  
GENDER CLAUSE

25.1 Gender Clause. In the construction of the words used in this agreement whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the feminine gender.

ARTICLE XXVI  
SUPPLEMENTAL AGREEMENTS

26.1 All agreements shall be subject to the approval of the Employer and the Union.

ARTICLE XXVII  
MILEAGE

27.1 Employees required to use their own transportation in performing their job shall be paid twenty-three and one-half (23.5) cents per mile after reporting to work. The mileage will be paid if prior authorization of the immediate supervisor has been obtained.

ARTICLE XXVIII  
RESIDENCY

28.1 Residency. Employees shall reside within the corporate boundaries of Macomb County.

ARTICLE XXIX  
WAIVER

29.1 Waiver. The Employer and the Union for the life of this Agreement each voluntarily and without qualification shall waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.



ARTICLE XXX  
WORK RULES

30.1 Work Rules. All existing and future work rules shall be subject to mutual agreement before becoming effective.

30.2 The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

30.3 Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union.

ARTICLE XXXI  
DURATION OF AGREEMENT AND SEVERABILITY

31.1 Duration of Agreement. This Agreement shall be effective as of July 1, 1989, for a term of three (3) years. During negotiations, the contract shall be extended day by day, by mutual agreement, until a new agreement is reached.

31.2 Severability. This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

ARTICLE XXXII  
MAILING ADDRESS FOR NOTICES

32.1 The notice requirements of any provision of this Agreement shall be deemed satisfied upon mailing by first class mail to the following respective address of the parties. In the event that either party shall desire to change the address for such notice, he shall furnish to the other in the manner required hereunder a written notice of such change of address.

OFFICE OF THE ADMINISTRATOR  
CITY OF FRASER  
33000 GARFIELD  
FRASER, MICHIGAN 48026

TEAMSTERS LOCAL 214  
2825 TRUMBULL AVE.  
DETROIT, MICHIGAN  
48216-1297

FOR THE UNION:

James Markley 8-13-90  
JAMES MARKLEY  
Union Representative

FOR THE CITY:

Jeffrey A. Bremer  
JEFFREY A. BREMER  
City Manager

FOR THE LOCAL ASSOCIATION:

Jean Peck  
JEAN PECK  
Chief Steward

Janet E. Beaulieu  
JANET E. BEAULIEU  
Steward

DATED: 8-13-90

CITY OF FRASER

Teamsters/Clerical

Memo of Understanding  
Re: Vacation for Part-Time Employees

As a result of negotiations between the City of Fraser and the Teamsters/Clerical Unit, the following procedure involving all of the affected part-time employees in the Clerical Unit as to vacation time will be followed during the contract duration:

1. Each employee's average hours worked per week will be calculated on July 1 and January 1 of each year. (Total number of hours worked divided by 26 weeks).
2. During the six month period following the computation the employee will be credited with hours of vacation on a two to one basis.

Example: Employee works 440 hours from January of 1984 through June of 1984. 440 divided by 26 equals 16.9 hours as an average. That employee would receive credit of 8.5 hours to be utilized for the time period from July 1, 1983 through December 1, 1984.

3. There shall be no accumulation of hours. Vacation hours must be utilized during the following one year period after computation or they are waived.

Dated:

8-21-90

  
JEFFREY A. BREMER  
City Manager

ADDENDUM 1

SEXUAL HARASSMENT

The parties agree that sexual harassment is in no way condoned in this employment environment. To this end, all necessary steps will be taken to investigate, expose, and correct any occurrences of sexual harassment toward any member of the bargaining unit.

If a member feels that they have been the recipient of sexual harassment, they should immediately notify their steward and a grievance may be filed commence at Step 2 of the grievance procedure.

ADDENDUM 2

PROTECTIVE DEVICES

The City will provide all protective clothing and/or equipment required to protect a member of the bargaining unit who, through the course of their employment, will come into contact with any person known to have any communicable/contagious disease.