

AGREEMENT

between

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

and

THE CITY OF NORTHVILLE

COUNTIES OF WAYNE AND OAKLAND,

MICHIGAN

July 1, 2004 – June 30, 2008

TABLE OF CONTENTS

NUMBER	ARTICLE	PAGE
1	PURPOSE AND INTENT	1
2	RECOGNITION	2
3	AID TO OTHER EMPLOYEE ORGANIZATIONS	2
4	PAYMENT OF UNION DUES OR SERVICE CHARGE	3
5	UNION SECURITY	4
6	EMPLOYEE REPRESENTATION	4
7	SETTLEMENT OF DISPUTES	5
8	SPECIAL CONFERENCES	8
9	MANAGEMENT RIGHTS	8
10	STRIKES AND LOCKOUTS PROHIBITED	9
11	DISCIPLINARY PROCEDURE	9
12	TEMPORARY AND PROBATIONARY EMPLOYEES	10
13	TEMPORARY ASSIGNMENTS	12
14	PROMOTIONS AND NEW HIRES	12
15	PERFORMANCE EVALUATIONS	13
16	RESIDENCY	13
17	RESIGNATION	13
18	PREMIUM PAY	13
19	SENIORITY	15
20	CONTRACTING AND SUBCONTRACTING	17
21	EMPLOYEES SAVING CLAUSE AND WAIVER	18
22	SEVERABILITY CLAUSE	18
23	TERMS OF AGREEMENT	18
APPENDIX A - CLASSIFICATION AND PAY SCALE		20

APPENDIX B - FRINGE BENEFITS

Vacation Leave21

Sick Leave23

Bereavement Leave24

Military Leave ... 24

Maternity Leave / Family and Medical Leave Act25

Leave of Absence.....25

Holidays26

Social Security..26

Retirement System.....26

Medical Insurance27

Disability and Life Insurance.....32

Longevity Pay ... 33

Mileage Reimbursement.....33

Jury Duty33

City Hall Lounge33

City Hall Work Schedule.....33

Education Benefit33

APPENDIX C - SHORT TERM DISABILITY INCOME DESCRIPTION.....34

LETTER OF UNDERSTANDING - GRANDFATHERED PROVISIONS.....37

LETTER OF UNDERSTANDING – PARKS & REC SEASONAL39

ARTICLE 1 - PURPOSE AND INTENT

Section 1.1 - Purpose and Intent

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing, and the Union's success in rendering, proper services to the public.

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

The parties recognize that the Employer and the Union are legally and morally bound to guarantee to all employees and citizens equal employment opportunities; and to that end do hereby agree that no person shall be denied any benefit of employment nor in any way be discriminated upon because of religion, race, color, national origin, age, sex, height, weight, or marital status as more fully set forth in Public Act 453 of 1976, which the parties incorporate herein as if set forth specifically.

Section 1.2 - Gender and Singular/Plural

The feminine pronouns and relative words herein used shall be read as if written in plural and/or masculine if required by the circumstances and individuals involved, and are not intended to be discriminatory in any fashion.

Section 1.3 - Definitions

The following terms shall have the meanings stated for purposes of this contract:

- A. Union shall mean the Michigan Association of Public Employees (MAPE), or its agent acting on its behalf.
- B. Bargaining Unit shall mean all regular full-time and regular part-time employees holding positions designated in Appendix A who have completed their probation.
- C. Employer shall mean the City of Northville, or its agent acting on its behalf.
- D. President shall mean the President of the Union, or any agent authorized to act on her behalf.

ARTICLE 2 - RECOGNITION

Section 2.1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to salaries, wages, hours of employment, and other conditions of employment by the terms of this Agreement for those employees in classifications in the bargaining unit.

ARTICLE 3 - AID TO OTHER EMPLOYEE ORGANIZATIONS

Section 3.1

No official or agent of the City shall:

- A. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest; or
- B. Initiate, create, dominate, contribute or interfere with the formation, administration, internal affairs, elections, meetings, dues, policies or officers, of the Union; or
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
- D. Discriminate against an employee because she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as a part of the labor organization recognized under the terms of this Agreement; or
- E. Refuse to meet, negotiate, or confer on proper matters with representatives of the Union as set forth in this Agreement.

Section 3.2

The Union agrees not to consort, join forces with, or make arrangements with any other organization for the purpose of coercing the Employer; and the members of the Union agree not to withhold their services due to strikes, work stoppages, or any labor strife between the employees and any other employee organization, provided that said members are not required to place themselves in jeopardy to cross a picket line.

ARTICLE 4 - PAYMENT OF UNION DUES OR SERVICE CHARGE

Section 4.1

During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer 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 an "Authorization for Deduction of Dues" form.

Section 4.2

Deductions shall be made only in accordance with the provisions of said "Authorization for Deduction of Dues" form.

Section 4.3

A properly executed copy of such "Authorization for Deduction of Dues" form for each employee for whom Union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" forms which are incomplete or in error will be returned promptly to the Union by the Employer.

Section 4.4

Employees who do not make application for membership in the Union as outlined in Article 4 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

Section 4.5

Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of the Agreement relating to non-compliance.

Section 4.6

Deductions shall be remitted to the Union, with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

Section 4.7

The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 4 and 5 of this Agreement.

ARTICLE 5 - UNION SECURITY

Section 5.1

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 service charge in an amount equal to the regular dues as a contribution toward administration 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 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 immediately following their six (6) month probationary period, shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (A) above.

Section 5.2

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 6 - EMPLOYEE REPRESENTATION

Section 6.1

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by designated representatives of the Union, as follows:

- A. One representative and one alternate to act when the representative is absent, shall be allowed reasonable time off without loss of compensation for Union business with the City.
- B. Two designated officers or their representatives shall be allowed, upon request and approval of their immediate supervisor, to attend meetings with the City of Northville on matters pertaining to terms and conditions of employment of employees represented by the Union.
- C. A bargaining committee of not more than three employees shall be allowed time off without loss of compensation to participate in collective bargaining meetings with the Employer, provided that such time off shall be limited to the employee's regular working hours. Members of the bargaining committee

shall notify their supervisor in advance of any scheduled bargaining session so that arrangements can be made by the Employer to insure continued prompt delivery of services to the public.

Section 6.2 - President

- A. The President may request and be granted time off without loss of pay to investigate and present grievances as outlined in Step 2 and 3 of Settlement of Disputes.
- B. The President may have time off to attend the meeting of the City Council and committees in session during regular working hours without loss of compensation when matters involving the Union are on the agenda; prior notice and approval must be obtained by the supervisor before such time off will be approved.
- C. Whenever the President is required to perform administrative duties limited to internal Union business or functions, she shall be granted time off without compensation, but without loss of such benefits to which she would otherwise be entitled. Requests for such time off without compensation shall be granted upon prior notice to the appropriate supervisor.

ARTICLE 7 - SETTLEMENT OF DISPUTES

Section 7.1

Whenever an employee believes she has cause for a grievance on any matter concerning her employment, it may be processed as set forth below; provided, however, this procedure is not intended to deny any employee's rights under any other legally constituted agency of government.

STEP #1

The employee with the Union representative, or the representative alone acting in behalf of the employee, shall, within ten (10) working days of the occurrence of the grievance or the employee's knowledge of same, discuss the complaint with the employee's supervisor who is not represented by the Union. The supervisor shall then attempt to resolve the matter or shall orally respond to the Union representative or the employee within five (5) working days.

STEP #2

- A. If the grievance is not satisfactorily answered in Step #1, the Union representative may consult with the President who shall present the grievance in writing to the City Manager within five (5) working days after receipt of the answer in Step #1.

- B. The City Manager upon receipt of the grievance shall schedule a meeting to hear the grievance to be held within five (5) working days from the date the written appeal is received.

The City Manager shall answer the grievance in writing and shall forward said answer to the President within five (5) working days after the meeting provided for above.

STEP #3

If the grievance is still unresolved after Step #2, and the grievance relates to the interpretation, application, or enforcement of this Agreement or any supplemental agreement, and the grievance has been fully processed through Step #2 of the grievance procedure, as herein provided, it may be submitted to arbitration in strict accordance with the following provided that the Union gives written notice to the City of its demand for arbitration within ten (10) working days after the City Manager's decision:

- A. Arbitration shall be invoked by written notices to the other party of intention to arbitrate. The Union and the Employer shall mutually agree upon the selection of the arbitrator. If, within seven (7) working days after notice, the parties are unable to agree upon an arbitrator, the party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service for the selection of an impartial arbitrator, which shall provide up to three lists of proposed arbitrators. The arbitrator shall make a determination of the dispute in accordance with and will follow the procedures established by the current labor arbitration rules of the American Arbitration Association.
- B. The arbitrator shall limit her decision strictly to the interpretation, application, or enforcement of this Agreement, and she shall be without power and authority to make any decision, which:
 - 1. Is contrary to or inconsistent with or modifies or varies in any way the terms of this Agreement;
 - 2. Grants any wage increases or decreases;
 - 3. Grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement;
 - 4. Would require the delegation, alienation or relinquishing of any powers, duties, responsibilities or obligations which by State Law or State Constitution the Employer cannot delegate, alienate, or relinquish.
- C. 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.
- D. There shall be no appeal from the arbitrator's decision if made in accordance with her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.

- E. In the event a case is appealed to the Arbitrator and she finds that she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- F. The expense of the arbitrator shall be borne solely by the losing party as determined by the arbitrator. The grievant and her Union representative shall not lose pay for time off the job while attending the arbitration proceedings.
- G. If both parties agree, the expedited arbitration procedures of the American Arbitration Association may be invoked to immediately hear an issue which is of concern to either of the parties. In such a case each party shall cooperate fully to arrange for mutually convenient dates and times for arbitration hearings.
- H. The arbitrator shall not consider any evidence submitted by either party which has not been produced in the grievance procedure unless such evidence was not then known to the party submitting the same.
- I. Each party agrees to have available at the arbitration proceeding any witnesses or documents requested in writing by the other party.
- J. Grievances affecting a large number of employees may be treated as policy grievances and entered at the second step of the grievance procedure. In such case, the City Manager shall use his best efforts to arrange for a prompt hearing of the matter within twenty-one (21) days.

Section 7.2

It is understood by the parties that to protect the procedure for dealing with grievances as outlined in this Agreement, and to insure the movement of the grievance within the prescribed time limits, the following is agreed to:

- A. If the Union fails to appeal a grievance from Steps #1 or #2 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.
- B. If the Employer fails to answer a grievance within the prescribed time limits of each step of the procedure, the Union shall be granted the relief requested in said grievance.

It is further understood by the parties that the prescribed time limits of the grievance procedure may be extended by mutual written agreement.

Section 7.3

- A. Employees suspended or demoted for cause may request through the Union a review of said suspension or demotion before the City Manager. The Union

and City Manager shall conduct independent investigations concerning the suspension or demotion. Prior to the review, the City Manager and the Union representative shall review the finding of their investigation.

- B. The affected employee may, within ten (10) days of final action by the City Manager, request review before the City Council consistent with the City Charter. Reviews before the Council concerning discharges, suspensions, and demotions of cause may be heard in a closed session, with only the principal management and such representative as deemed necessary by the Union.
- C. The Union, if unsatisfied with the final decision of the City Council, may submit the matter to arbitration in accordance with Step #3 of the grievance procedure.

ARTICLE 8 - SPECIAL CONFERENCES

Section 8.1

Special conferences for important matters will be arranged between the President and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be present at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours. Members of the Union shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1

All powers and authority which the City has not specifically abridged, delegated or modified by this agreement are retained by the City. The Employer shall retain the sole right to manage and operate the various departments in which members of the bargaining units are employed, including, but not limited to, the sole and exclusive right to decide the number and assignment of employees, to create and abolish positions, to determine the need for work to be performed, to maintain order and efficiency, to make rules of conduct for employees, to hire, layoff, subcontract, merge or consolidate operations with other units of government, discipline, discharge, and promote employees, and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms and conditions of this Agreement.

Section 9.2

No supervisor shall perform work regularly assigned to bargaining unit positions for the purpose of reducing the number of positions or amount of overtime worked.

Supervisors shall be permitted to train and instruct employees, become familiar with experimental work on a new job, act in an emergency situation where the delivery of services to the public is actually threatened, to fill personnel shortages caused by scheduled employees not reporting for work, and to perform incidental services where bargaining unit employees are not displaced. Violations of this Article shall be subject to the grievance procedure.

ARTICLE 10 - STRIKES AND LOCKOUTS PROHIBITED

Section 10.1

As the parties agree that adequate procedures have been provided by this Agreement and the Public Employment Relations Act, as amended, for the settlement of grievances, disputes, and impasses which may arise between any one or more of the employees in this bargaining unit covered by this Agreement or the Union, its members, representatives, officers, committees and the Employer, the parties agree that the Union shall not call, cause, participate in, condone or encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, concerted absenteeism, or acts that interfere in any manner or to any degree with the continuity of services to the public, and the Employer agrees not to in any manner lock out Union members from their employment.

ARTICLE 11 - DISCIPLINARY PROCEDURE

Section 11.1

The City reserves the right to discipline and discharge for just cause. In any case where an employee disciplinary action is necessary, the following order of procedures shall be generally followed:

- A. Written Reprimand;
- B. Suspension or Demotion;
- C. Removal and Discharge;

Provided that nothing in this section shall prevent the supervisor from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper notice thereof to the Union at the time such immediate action is taken.

Section 11.2

- A. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.
- B. The employee shall have the right to be represented by a Union representative at all stages of disciplinary investigations and hearings. All disciplinary action shall be subject to the grievance procedure, or the employee may seek such other legal remedy as may be available to her without prejudice to her rights as provided by the grievance procedure.
- C. Any disciplinary action which occurred more than thirty (30) months prior to a current disciplinary action shall not be used as a cause for such current disciplinary action.
- D. In no event shall any penalty be increased from that rendered in the original disciplinary action by the supervisor and/or City Manager who imposes said discipline.

Section 11.3

Each employee shall be permitted to review her personnel records and to take such other action as is provided in accordance with the Bullard-Plawecki Employee Right-to-Know Act, MCLA 423.501, et seq.

ARTICLE 12 - TEMPORARY AND PROBATIONARY EMPLOYEESSection 12.1

- A. All employees shall be classified according to one of the following:
 - 1. Temporary Part-Time: An employee who may work up to fifty-two (52) weeks per year but who will average no more than twenty (20) work hours per week in any four-(4) week period, excluding work hours resulting from replacement of regular employees on vacation or sick leave.
 - 2. Temporary Full-Time: An employee who averages more than twenty (20) work hours per week in any four (4) week period, but not for more than twenty-six (26) weeks in any one (1) year.
 - 3. Regular Part-Time: Except for "seasonal" employees as defined in Section 12.1(B)(2), an employee who, when she is hired, is expected to be working more than twenty (20) hours but less than forty (40) hours per week for more than twenty-six (26) weeks in any one (1) year.

4. Regular Full-Time: Except for "seasonal" employees as defined in Section 12.1(B)(2), an employee who, when she is hired, is expected to be working forty (40) hours per week for more than twenty-six (26) weeks per year.
- B. Temporary Employees:
1. Temporary part-time and temporary full-time employees shall not be subject to Union membership nor the benefits and procedures provided in this contract. However, the parties agree that any position designated temporary which lasts for more than six (6) months shall be considered regular thereafter and shall be filled in accordance with the Collective Bargaining Agreement and the occupier of that position shall be a member of this Union. As long as said employees are temporary, the Employer shall have the right to hire such employees for such wages and benefits as are necessary to obtain such employees' services. This provision shall not apply to persons hired from the high school co-op program.
 2. A seasonal part-time or full-time employee in the Parks & Recreation Department is waived from becoming, after six months, a regular part-time or full-time employee as described in section 12.1(B)(1). Seasonal part-time and seasonal full-time employees shall not be subject to union membership nor the benefits and procedures provided in this contract. "Seasonal" employees in the Parks & Recreation Department are defined as those who work seasonally from Labor Day to the following Memorial Day for the purpose of providing expanded service to the public.
- C. All regular part-time and regular full-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees."
1. Probationary employees' service with the Employer may be terminated at will by the Employer and with or without cause. The Union and the employee shall be given written notice of the termination. Neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
 2. During the probationary period, an employee shall be eligible for employee benefits only as expressly provided in this Agreement. After an employee has successfully completed her probationary period of employment, she shall become a regular full-time or regular part-time employee and her seniority shall start as hereinbefore provided.
 3. A regular part-time employee shall be entitled to all fringe benefits on a proportional basis equal to the proportion that her normal work week is to a 40-hour work week. The Employer shall not be required to provide

benefits such as hospitalization if they cannot be provided on a proportional basis, unless the regular part-time employee elects to pay the cost of such benefits in excess of the proportion which the Employer should provide.

- D. Temporary employees are intended to be hired for the purpose of meeting seasonal work-loads or as aides to regular employees, and not as alternative or replacements for regular employees. The status of temporary employees may be the subject of a special conference if requested by either party.
- E. When there are more than two (2) regular part-time positions existing doing work defined by the recognition clause of this bargaining unit, a full-time regular position shall be created.

ARTICLE 13 - TEMPORARY ASSIGNMENTS

Section 13.1

An employee may be assigned to a higher level classification for up to fifteen (15) work days within any period of thirty (30) work days, without being entitled to the compensation of the classification.

An employee who is assigned to a higher classification for more than fifteen (15) work days in any period of thirty (30) work days shall be entitled to the entrance level pay for the classification to which she is assigned for the number of days in excess of fifteen (15) within the thirty-day period or until the assignment is interrupted, whichever is greater. The Employer may, in its discretion, pay the entrance rate during the first fifteen (15) days, in the case of an employee who has been specially trained to substitute in a specific higher level position.

ARTICLE 14 - PROMOTIONS AND NEW HIRES

Section 14.1 - Posting and Promotions

If an opening occurs within the bargaining unit as a result of a newly created position or a vacancy within the bargaining unit, it shall be posted at least five (5) work days prior to filling the opening from outside the bargaining unit. The employees, if any, who apply during the five (5) day posting period, who meet the qualifications of the opening, shall constitute a promotion list. The most senior employee on the list who meets the qualifications of the position shall be given an opportunity to take the job and shall have a probationary period of ninety (90) days. The employee appointed to the job shall continue to progress through the classification schedule shown in Appendix D. If the employee is not able to perform the job satisfactorily, the next most senior employee on the promotion list who meets the qualifications of the position shall be given the opportunity to take the job, until the list is exhausted. If the list is exhausted, the Employer may then fill the opening from outside the bargaining unit.

Section 14.2 - New Hires

When the Employer has an opening to be filled by a new hire from outside the bargaining unit, the new employee will be classified according to the classification schedule at Appendix D, unless the City elects to appoint the new employee to a higher level. This provision shall not be construed to limit the Employer's right to restructure, re-define, or re-classify any position in the bargaining unit, whether filled or unfilled; however, if a new position is created, or the City changes the job duties of an existing position so that they are substantially different, the City shall fill it through the normal bidding process.

ARTICLE 15 - PERFORMANCE EVALUATIONS

The Employer retains the right to implement a performance appraisal system. The parties acknowledge that the purpose of the performance appraisal system is to regularly evaluate employee performance, identify strengths and weaknesses, and encourage dialogue between supervisor and the employee. The Union and all bargaining unit employees will be given notice of the details of the performance appraisal system prior to its implementation. An employee may attach a response to the performance evaluation if he/she disagrees with its contents. The employee's response shall be retained in his/her personnel file.

ARTICLE 16 - RESIDENCY

Section 16.1

Members of the bargaining unit shall not be required to be City residents; provided, that each employee shall be responsible for reporting to work on time in inclement weather, consistent with the performance of other members of the bargaining unit.

ARTICLE 17 - RESIGNATION

Section 17.1

Any employee who desires to resign must present her resignation in writing to her supervisor or to the City Manager at least ten (10) work days prior to her last day at work. Accrued vacation or other leave shall not be included as part of the ten (10) day notice period. Any employee failing to give such notice as set forth below shall forfeit all leave benefits provided by this Agreement.

ARTICLE 18 - PREMIUM PAY

Section 18.1 - Definitions

The following definitions shall be used in computing payment under sections of this Agreement:

- A. Work Shift: A work shift shall be eight (8) consecutively scheduled hours of work (excluding the meal period).

- B. Work Day: A work day shall be a calendar day beginning at 12:01 am. within which a work shift occurs.
- C. Work Week: A work week shall be five (5) consecutively scheduled work days (including holidays if any) and the two (2) off duty days thereafter.
- D. Breaks: In recognition of the elimination of two (2) fifteen (15) minute breaks, bargaining unit employees shall receive eight hours pay for a normal work day, as defined in Appendix B, Section 16.

Section 18.2 - Overtime

- A. When prior authorization is given by the Employer, employees shall be paid overtime as follows:
 - 1. Time and one-half the regular hourly rate:
 - a. for all hours worked in excess of eight (8) hours in any work day.
 - b. for all hours worked in excess of forty (40) hours in a work week. There shall be no "sixth or seventh day" application with regard to overtime.
 - c. for all hours worked on employee holidays (such pay to be in addition to the regular holiday pay).
 - 2. Double the regular hourly rate:
 - a. for all hours worked on family holidays (such pay to be in addition to the regular holiday pay).
- B. If an employee is authorized to work overtime at a time set by herself, all hours authorized shall be paid at the time-and-one-half rate, even if worked on the employee's second scheduled off day or on a family holiday, as defined in Appendix B, 7A.
- C. If an employee takes compensatory time or sick time off within a work day, then the regular work day shall be the first eight (8) hours actually worked even though they are not consecutive.
- D. The parties agree that when an MAPE member is in attendance at a meeting held other than during normal City Hall hours (as specified in Appendix B.16), and such attendance has been required by the City, then she shall be compensated for a minimum of two (2) hours of pay at the overtime rate as provided in Section 18.2 of the contract.
- E. Consistent with Article 18, Section 18.2(A)(1), bargaining unit employees will receive overtime after they have actually worked eight (8) hours in a day. For purposes of calculating overtime, the half-hour, which covers the

eliminated breaks, shall not be considered as "time worked." As an example, if a bargaining unit employee works until 5:00 p.m. instead of her normal quitting time at 4:30 p.m., she shall receive straight time pay for the extra half hour, for a total of eight and one-half (8.5) hours straight time pay. Similarly, if she works until 5:30 p.m., she will receive one-half hour at straight time and one-half hour at time and one-half, for a total of eight and one-half (8.5) hours of straight time and one-half hour at time and one-half.

Section 18.3 - Permanent Employees Right to Overtime

Regular full-time employees shall be given the opportunity to work overtime before temporary or part-time employees; provided, that this shall not prohibit a temporary or part-time employee from working a small amount of overtime on a limited basis to complete a job which she was doing during her regular shift.

Section 18.4 - Equalization of Overtime

Except in unforeseen, or emergency conditions, or an extension of the employee's workday, overtime of at least two (2) hours which does not include internal control or security password impingement shall be equalized to the extent possible, providing (1) the employee has the ability to perform the work with appropriate training or instruction by the supervisor, and (2) refused overtime shall count as equalized. As a guideline, ten (10) to fifteen (15) minutes shall be considered appropriate training or instruction for most tasks. In this event, overtime will be offered by seniority in a rotating sequence, with the employee(s) who either worked or declined the overtime placed at the bottom of the rotation, for purposes of assigning the next overtime opportunity. A new rotation shall begin July 1st of each year.

Section 18.5 – Overtime Assignment

In the event that the City is unable to obtain a bargaining unit member who is qualified to perform the work and volunteers to take the overtime assignment, the City may require the bargaining unit member with the least seniority and who is qualified to perform the work, to work the overtime assignment so long as it does not economically impact the employee, such as a pre-scheduled medical appointment, pre-enrolled class, or vacation. If no employee accepts the overtime assignment, then the City Manager or his designee will order in the employee qualified for the assignment based upon the employee with the least seniority.

ARTICLE 19 - SENIORITY

Section 19.1 - Granting of Status

Seniority shall be granted to all regular employees who have completed their probationary period consisting of six (6) months. Upon completion of the probationary period, seniority shall be granted from the first day of employment.

Section 19.2 - Eliminating Positions

If a position is eliminated, the employee who held the eliminated position shall have the right to replace any employee with less seniority; provided, that the higher-seniority employee must meet the qualifications of the position she moves into, and shall be subject to a probationary status in the position for the first ninety (90) days. If an employee fails to complete her probationary period, she may replace another lower-seniority employee in another classification, and the above procedure shall again apply.

An employee replaced by a higher-seniority employee shall have the same right to replace another employee with less seniority. If there is no lower seniority employee to replace, or the employee chooses not to replace a lower seniority employee, then the employee shall be placed on layoff status.

For purposes of layoff and recall only, the Chapter President and Secretary-Treasurer shall have super-seniority.

Section 19.3 - Layoff and Recall

When an employee goes on layoff status, she shall be placed on a Recall List by the Employer, together with her seniority date and layoff date. Employees shall remain on the Recall List until they are recalled by the Employer, or for a period of twelve (12) months, whichever occurs first.

When the Employer has a position to fill within the bargaining unit, and after compliance with Section 14.1, the employee on the Recall List with the highest seniority who meets the qualifications of the position shall be given the opportunity to fill the position, subject to a probationary period of ninety (90) days. If the employee fails to complete her probationary period, she shall be returned to the Recall List with her original layoff date, and the Employer shall repeat the recall procedure until there are no qualified persons remaining on the Recall List.

Section 19.4 - Loss of Seniority

- A. An employee shall lose all seniority rights in the event that she:
1. quits or retires;
 2. is discharged for cause;
 3. is absent from work for three (3) consecutive work days without reason acceptable to the City and without prior notification to the employer;
 4. has, under false pretenses, obtained a leave of absence or fails to return to work upon the expiration of a leave of absence without obtaining an extension thereof from the Employer;
 5. has not worked for the Employer in any capacity in any consecutive twelve (12) month period;

6. overstays a leave of absence or vacation, unless prior to the expiration of such leave, a request is made and granted by the Employer for such extension of leave time.
 7. Military leave shall not be subject to this section.
- B. If an employee resigns or retires from her employment, the Employer may reinstate such an employee within ninety (90) days of such retirement or resignation, if the reason for the retirement or resignation was beyond the personal control of the employee, such as a job change by a spouse or health problems, and the circumstances change to allow the employee's return.

The employee shall state in writing the circumstances beyond her personal control at the time she retires or resigns, and the Employer shall respond in writing to the employee and the Union either (1) that the employee has the right to reinstatement with seniority for ninety (90) days; or (2) that the circumstances do not justify reinstatement with seniority. If the Union disagrees with the Employer's response to the employee, it may request a conference meeting to discuss the matter.

ARTICLE 20 - CONTRACTING AND SUB-CONTRACTING

Section 20.1

The Union recognizes the Employer's need and responsibility to accomplish work in the most effective and efficient manner possible, and the Employer recognizes that it is counter-productive to employees' morale and therefore their efficiency to implement layoffs without adequate study and planning, or for reasons other than operating effectiveness and efficiency or economic necessity. Therefore, the Union and Employer agree to the following policy concerning contracting and sub-contracting and its relation to layoffs:

- A. If the Employer intends to layoff one (1) or more employees, the Employer shall give written notice of its intent to the affected employees and the Union at least ten (10) work days prior to such layoff. The Employer shall state the reasons for the layoff, and the Union may request a conference meeting to discuss the matter with the Employer during the ten (10) days prior to the scheduled layoff.
- B. Nothing herein shall be intended or construed to limit the Employer's rights to layoff employees because of a reduction in bargaining unit work; to contract or sub-contract public work as an alternative to working employees on overtime; and to leave positions unfilled which become vacant from suspension, resignation or retirement, and to contract work previously done by such a vacant position.

ARTICLE 21 - EMPLOYEES SAVING CLAUSE AND WAIVER

Section 21.1

The basic wage rates and fringe benefits are attached to make a part of this Agreement.

All fringe benefits including, but not limited to, pensions, longevity pay, hospitalization insurance, life insurance, annual leave, sick leave, bereavement leave, and holidays not changed or covered in this Agreement that are now being received by all employees shall remain in full force and effect.

Section 21.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, 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. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any other subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties mutually agree that, if the Employer seeks to introduce new technology or other matters not within the knowledge or contemplation of either of the parties at the time that they negotiated and signed this Agreement, that they will inform the Union and bargain over such changes if they affect wages, hours, or other terms and conditions of employment.

ARTICLE 22 - SEVERABILITY CLAUSESection 22.1

The signatories agree that after execution of this Agreement, it shall be a valid Agreement and shall bind the parties hereto.

Should any court, board or agency rule that any parts of this Agreement are void or of no effect, the remaining parts of the Agreement will continue to be binding on the parties.

ARTICLE 23 - TERMS OF AGREEMENTSection 23.1

The provisions of this Agreement shall become effective on the 1st day of July 2004, unless otherwise noted, and shall remain in effect until the 30th day of June 2008, with automatic renewal from year to year thereafter unless either party shall give written notice of intent to terminate or modify the Agreement no less than sixty (60) days prior to termination of Agreement date or any subsequent anniversary date.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE ____ DAY OF _____, 2004.

FOR THE UNION:

Labor Relations Specialist

Its President

Its Secretary/Treasurer

FOR THE CITY:

Its Mayor

Its Clerk

Its Manager

**APPENDIX A
CLASSIFICATION AND PAY SCALE
2004-2007**

CLASSIFICATION SCHEDULE:

YEARS WITH CITY OF NORTHVILLE	CLASSIFICATION
Years 1 and 2	Clerk I
Years 3 and 4	Clerk II
Years 5 and after	Clerk III

The City retains the right to hire employees at a classification higher than Clerk I, as the City may deem appropriate. In the event that an employee is hired with a starting rate higher than Clerk I start rate, that employee is given credit with that amount of experience for purposes of determining placement on the wage schedule.

Classifications may be added or deleted by mutual agreement of the Union and the Employer.

Finance Department supervisor: One Clerk III position may be eliminated if the City determines to establish a non-union supervisory assistant position to the Finance Director, and to promote an existing Clerk III to fill it.

WAGE SCHEDULE:

A 2.75% increase effective 7/1/04; a 2.75% increase effective 7/1/05; a 3.25% increase effective 7/1/06; and a 3.25% increase effective 7/1/07. All increases are as reflected in the chart below:

	Clerk I Start	Clerk I 6 Mos.	Clerk I 1 Yr.	Clerk II Start	Clerk II 6 Mos.	Clerk II 1 Yr.	Clerk III Start	Clerk III 1 Yr.	Clerk III 2 Yrs.	Clerk III 3 Yrs.
7/1/04	\$12.04	\$12.65	\$13.12	\$13.47	\$14.34	\$14.92	\$15.23	\$15.95	\$16.76	\$17.53
7/1/05	\$12.37	\$13.00	\$13.48	\$13.84	\$14.73	\$15.33	\$15.65	\$16.39	\$17.22	\$18.01
7/1/06	\$12.77	\$13.42	\$13.92	\$14.29	\$15.21	\$15.83	\$16.16	\$16.92	\$17.78	\$18.60
7/1/07	\$13.19	\$13.86	\$14.37	\$14.75	\$15.70	\$16.34	\$16.69	\$17.47	\$18.36	\$19.20

APPENDIX B
FRINGE BENEFITS

1. Vacation Leave

- A. The time at which an employee shall take a vacation shall be determined by the department head with due regard to the employee and particular regard to the needs of the department. Sufficient and advance notice shall be given the department head, allowing her to make up vacation schedules and to arrange her working schedules accordingly.
- B. Subject to Section 12.1.C.3., all regular employees shall be eligible to accumulate and receive vacation leave benefits. No employee shall be entitled to vacation leave credit until she shall have completed twelve (12) months of service, at which time she shall be entitled to fifteen (15) working days of vacation. Each employee shall earn vacation leave according to the following schedule:

<u>AT THE END OF</u>	<u>VACATION LEAVE EARNED</u>
	(Eff. 7-1-91)
1st year	15 days
2nd year	17 days
3rd year	18 days
4th year	19 days
5th and 6th years	20 days
7th and 8th years	21 days
9th year	22 days
10th year	23 days
11th and 12th years	24 days
13th and 14th years	25 days
15th and 16th years	26 days
17th and 18th years	27 days
19th year	28 days
20th/subsequent years	30 days

New employees hired after February 9, 1998 shall accrue vacation based on the following schedule shown below:

<u>AT THE END OF</u>	<u>VACATION LEAVE EARNED</u>
1st year	10 days
2nd year	10 days
3rd year	10 days
4th year	10 days
5th year	15 days
6th year	15 days
7th year	15 days
8th year	15 days
9th year	15 days
10th year	20 days
11th year	20 days
12th year	20 days
13th year	20 days
14th year	20 days
15th year	25 days
16th year	25 days
17th year	25 days
18th year	25 days
19th year	26 days
20th year	28 days
21st year	28 days
22nd year	28 days
23rd year	28 days
24th year	28 days
25th year	30 days

- C. Each employee may carry her vacation leave forward one (1) year beyond the year that she normally would take it. Employees may not accumulate and bring forward vacation leave days more than is set forth herein unless the department head certifies that scheduling difficulties caused the larger accumulation.
- D. If an employee leaves the services of the City before completing twelve (12) months of work, she shall receive no vacation pay. An employee who has served more than twelve (12) months will be paid for any unused vacation leave due her when she leaves the City's services. Vacation leave shall not be taken in advance.
- E. Vacation shall be scheduled by seniority during the period January 1 through March 31 of each year. Each employee shall notify her supervisor each year by March 31 of her choice. After March 31, vacation dates shall be given to the first employee requesting them.
- F. An employee may request to be paid for a portion of her vacation earnings during the current year, if she has taken vacation leave during the current

year equal to at least one (1) week. Such requests shall be made on the form provided by the City, and submitted to the City Manager no later than November 15 of the current year. The payment shall be made on the first payday in December, and the vacation days paid for shall be deducted from the employee's balance.

- G. Vacation shall cease to accrue four (4) months after the employee is absent from work.

In no case may an employee request payment for anticipated future vacation earnings, which have not been credited to her vacation leave balance.

2. Sick Leave

- A. Subject to Section 12.1.C.3, all regular employees shall earn sick leave with pay at the rate of one (1) working day for each month of employment. One-half month or more shall count for one (1) day. Temporary part-time employees shall not earn sick leave. Vacation may be used as sick leave upon employee's request. No employee shall be entitled to sick leave credit until completion of six (6) months service at which time she will be credited with six (6) working days sick leave.
- B. Sick leave shall be allowed upon employee request only in case of:
1. Personal illness or physical incapacity.
 2. A need to care for a member of her immediate family (spouse, children, parent) who is ill or incapacitated.
- C. If there are no sick days taken within the calendar year, there will be an additional three (3) bonus days added to the following calendar year's vacation period, said days not to be deducted from accumulated sick leave. Similarly, two (2) bonus days will be granted if only one (1) sick day is used, or one (1) bonus day if only four (4) sick days are used.
- D. Unused sick leave may be accumulated up to a maximum accumulation of one hundred fifty (150) days. Fifty percent (50%) of the accumulated sick leave will be paid in cash to the employee at the current rate in the event of her official retirement under the rules and regulations of the pension plan, upon duty disability retirement, or in the case of death, to the employee's beneficiary or estate. After ten (10) years continuous service, twenty-five percent (25%) of accumulated sick leave will be paid upon termination of employment for other than disciplinary reasons.
- E. An employee is required to notify the appropriate city official as early as possible of her intent to use sick leave, subject to departmental regulations.
- F. If an employee is injured while on duty, absence from work because of such injury shall be treated as follows:

1. During the first ten (10) consecutive days of such absence from work, the employee shall not be charged for sick leave days, and she shall receive her regular straight-time wages or salary. Any payment received from Workman's Compensation and income disability insurance for the first ten (10) days of absence shall be turned over to the City.
 2. From the eleventh (11th) consecutive day of such absence from work and thereafter, the employee shall not be charged for sick days, and she shall receive her Workman's Compensation and income disability insurance payments in lieu of her regular wages or salary; provided, that with the approval of the City Manager, in any case where such insurance payments do not provide the normal take-home pay, the employee may supplement such insurance payments with a proportionate use of accumulated sick days to provide such normal take-home pay.
- G. Time off for doctors, dentists, and other medical appointments should be scheduled outside the employee's work day when possible. When this is not possible, the employee shall seek written approval at least 24 hours in advance of the appointment.
- H. Sick leave shall cease to accrue four (4) months after the employee is absent from work.

3. Bereavement Leave

- A. In the case of the death of an employee's spouse, child or step-child or parent, the member shall be allowed up to six (6) days leave non-accumulating.
- B. In the case of death of an employee's or her spouse's immediate family, the employee shall be allowed up to three (3) days leave non-accumulating.
- C. In either case, if the funeral of the deceased is located more than 200 miles away from the City of Northville, then one (1) additional day shall be allowed.
- D. "Immediate Family" shall be limited to grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, or spouse's parent.
- E. Up to three (3) sick days may be used for bereavement leave to attend the funeral of a relative other than immediate family.

4. Military Leave

Military leave will be granted to any employee who is a member of an armed forces reserve unit. Request for military leave required for service in the reserve unit shall be made to the department head and approved by the City Manager upon presentation of

proper evidence by the employee; the difference in pay between an employee's regular pay and military pay will be allowed.

5. Maternity Leave/Family and Medical Leave Act

- A. The City shall comply with the Family and Medical Leave Act. Requests for a leave under this Act must be submitted in writing to the City Manager at least thirty (30) days in advance, if the need for such leave is foreseeable.
- B. Any leave under the Family and Medical Leave Act, due to the employee's serious health condition, shall be charged to the employee's sick leave and vacation banks, in that order. All other leaves under the Family and Medical Leave Act shall be charged to the employee's vacation bank. An employee may take the remaining balance of the leave as an unpaid leave of absence after she has exhausted her sick leave and vacation banks. The total leave period shall not exceed twelve (12) weeks. In other words, if an employee has used two (2) weeks of vacation and has no sick leave, she may receive a maximum of ten (10) weeks of unpaid leave.
- C. An employee who takes a leave due to a "serious health condition" as defined by the Family and Medical Leave Act, but who is still incapacitated at the end of the leave period, may request an additional leave of absence from the City Manager.
- D. An employee who becomes pregnant shall be entitled to maternity leave of absence from the time her doctor certifies that she is physically unable to work prior to delivery, until the doctor certifies she is physically able to return to work after the delivery of her child and her authorized leave under this Section of this Appendix has expired.

6. Leave of Absence

Leaves of Absence requested by an employee (other than those mentioned above) must be made in writing to the department head and may be granted by the department head and with the consent of the City Manager.

Absence without permission of the department head or the City Manager shall be without pay and the employee shall be subject to disciplinary action. Permission shall be requested prior to absence where feasible.

7. Holidays

- A. Employees in the bargaining unit will be granted the following thirteen (13) holidays with pay, on the day prescribed by State Law where applicable:

Family Holiday

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Employee Holiday

7. President's Day
8. Veteran's Day
9. Good Friday - (all day)
10. Day after Thanksgiving
11. Day before Christmas
12. New Year's Eve Day
13. Floating Holiday (may be taken during contract year but not carried over the next year)

- B. A holiday which falls on a Saturday shall be observed on the preceding Friday. A holiday which falls on Sunday shall be observed on the following Monday. If two (2) holidays fall together on Friday and Saturday, they shall be observed on Thursday, and the Friday. If two (2) holidays fall together on Sunday and Monday, they shall be observed on the Monday and Tuesday.

8. Social Security

Upon appointment with the City of Northville, eligible employees are automatically covered by Social Security with the required payroll deductions.

9. Retirement System:

- A. Subject to Section 12.1 (C)(3), each regular employee shall become a member of the City's retirement system and shall abide by all the rules and regulations thereof.
- B. For employees hired prior to August 17, 1998, the B-4 Plan of the Michigan Municipal Employees Retirement System (MERS) shall be implemented. This plan includes the V-6 (six-year vesting) option.
- C. For full time employees hired after August 17, 1998, the pension program will be a Defined Contribution Plan. The Defined Contribution Plan shall be as follows:
1. Employer Contribution - An amount equal to 10% of all salary, longevity, and overtime into MERS Defined Contribution Plan, with employee directed investments among any offered options. The 10% of covered compensation is capped by applicable IRS limits.

2. Part time employees shall receive 5% defined contribution from the Employer with no credit toward vesting for post retirement health care vesting.

3. Vesting Schedule - The vesting schedule for this plan is as follows:

1 Year+ to 3 Years	25%
3+ Years to 5 Years	50%
5+ Years to 7 Years	75%
7+ Years	100%

4. There shall be no loan or early withdrawal options for active employees. Upon separation of employment from the City, early withdrawal options shall be governed by applicable IRS regulations and any MERS rules or procedures which are not subject to the Union's or City's control.

5. Defined Contribution Plan members ONLY shall be covered through an employer paid Long Term Disability insurance policy with "own occupation" definition, 180 day exclusion period, 50% of pay to age 65.

10. Medical Insurance

A. The plans and provisions of the fully insured program are outlined below. Detailed benefit provisions are specified in the benefit descriptions provided by the respective carriers.

1. **ACTIVE EMPLOYEES** - Active employees, during the open enrollment period, may elect one of the three health insurance plans or elect to opt out of coverage. Medical / Vision / Dental Plans offered are:

MEDICAL Plans offered through December 31, 2004:

- BCN Plan G HMO; (\$10 Generic/\$20 Brand Name drug rider) (monthly premium paid by the Employer), or

- M Care POS Plan III; (\$10 Generic/\$15 Brand Name drug rider) (monthly premium paid by the Employer), or

- Community Blue Plan I: (\$15 drug rider). (The employee payroll deduction for monthly premium copay shall be: Single: \$30/month; 2-Person: \$50 month; Family: \$60/month.)

For each of the above plans, the Employer will pay one (1) FC Rider at a time per employee to the 23rd birthday of the covered dependent. The City will pay 50% of the total premium cost for the second FC Rider to the 23rd birthday of the covered dependent. Additional FC Riders are available at the employee's cost for eligible dependents to age 25 through payroll deduction.

For employees enrolled in either the BCN, M-Care or Community Blue Plan the City will reimburse up to \$5 per eligible prescription; reimbursement on a quarterly basis, provided the employee submits receipts and signs a waiver stating the City cannot guarantee confidentiality of information submitted with reimbursement request. Amounts submitted for such reimbursement shall not be eligible for submission through the Section 125 Cafeteria (Flexible Benefits) Plan described below.

MEDICAL Plans offered effective January 1, 2005:

- BCN Plan E HMO; \$5 Generic/\$30 Brand Name drug rider. Active employee premium co-payment is per pay period, with an annual increase of 5%, as shown below.

	Single	2 Person	Family
1/1/05	\$10.00	\$20.00	\$30.00
1/1/06	\$10.50	\$21.00	\$31.50
1/1/07	\$11.03	\$22.05	\$33.08

OR

- M Care POS Plan III; \$15 Generic/\$30 Formulary/\$60 Non-Formulary drug rider. Active employee premium co-payment is per pay period, with an annual increase of 5%, as shown below.

	Single	2 Person	Family
1/1/05	\$12.00	\$24.00	\$36.00
1/1/06	\$12.60	\$25.20	\$37.80
1/1/07	\$13.23	\$26.46	\$39.69

The City will have the right to eliminate M-Care if necessary to avoid the "load" to the Blue Cross Rates as a result of participation levels.

OR

- Community Blue Plan II; \$15 Generic/\$30 Formulary/\$60 Non-Formulary drug rider. Active employee premium co-payment is per pay period, with an annual increase of 5%, as shown below.

	Single	2 Person	Family
1/1/05	\$50.00	\$90.00	\$125.00
1/1/06	\$52.50	\$94.50	\$131.25
1/1/07	\$55.13	\$99.23	\$137.82

For each of the above three plans, the Employer will pay one (1) FC Rider at a time per employee to the 23rd birthday of the covered dependent. The City will pay 50% of the total premium cost for the second FC Rider to the 23rd birthday of the covered dependent. Additional FC Riders are available at the employee’s cost for eligible dependents to age 25 through payroll deduction.

For employees enrolled in the BCN, M-Care or Community Blue Plans above, the City will reimburse up to \$5 per eligible prescription on a quarterly basis, provided the employee submits receipts and signs a waiver stating the City cannot guarantee confidentiality of information submitted with reimbursement request. Amounts submitted for such reimbursement shall not be eligible for submission through the Section 125 Cafeteria (Flexible Benefits) Plan described below.

VISION: BC/BS Vision A-80 - Employer paid premium.

DENTAL: BC/BS Dental Preferred Option C - Employer paid premium. The lifetime maximum for orthodontics per insurance policy provisions shall be \$1,000.

OPT OUT: Active employees may opt out of all City provided insurance coverages. The City shall implement a Section 125 Cafeteria Benefit Plan with monthly cash-in-lieu payment (which requires proof of other health care coverage) as follows: family/2 person opt out payment of 50% of lowest cost plan (family cost) per month for person eligible for family; single person opt out payment 50% of lowest cost plan (for single); BCN cost. Opt-out payment shall be the sum of the medical, dental, and optical premiums. Employees who select to opt out may not enroll in any of these coverages.

The Section 125 Cafeteria Benefit Plan shall also include dependent care, medical expense reimbursement, and premium accounts as well as the cash-in-lieu option

If MAPE employees opt-out of City provided insurance coverage at time of open enrolment, to sign up for MET Trust, with proof of payment to MET, the City will reimburse the employee. Opt-out payment increase will be limited to the current plan rate plus a maximum of 10% annual rate increase.

FEDERAL / STATE HEALTH CARE: Should any new federal or state legislation change the Employer-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the Employer shall not be obligated to continue to provide coverages which are substantially duplicative of any mandatory federal or state health coverages for which the Employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.

2. **RETIREES** –

- (a) The retiree premium paid by the City shall be per the applicable vesting schedule in Section 3 below. Failure of the retiree to pay his/her premium will result in loss of coverage due to non-payment.

All pre-Medicare eligible retirees, who retire after July 1, 2004, for the duration of this collective bargaining agreement, will be provided with medical, dental, and prescription drug insurance described in subsection 10(A)(1). However, the level of future coverage for pre-Medicare retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements.

- (b) For Medicare eligible retirees who retire after July 1, 2004, for the duration of this collective bargaining agreement, the City will pay, per the vesting schedule described in Section 3, Medicare Part B premium for retiree and eligible spouse, dental and Medicare complementary coverage with a \$15/\$30/\$60 drug card. However, the level of future coverage for Medicare-eligible retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to Medicare-eligible employees who retire under subsequent collective bargaining agreements.
- (c) All Retirees - Dental. BC/BS Dental Preferred Option C - Employer paid premium.

Retirees may purchase the City of Northville's vision insurance at the same premium rate that the City pays for active employees, provided that the insurance carrier allows this option.

Each of the above plans shall have the monthly premium employer paid per vesting schedule below for employees who retire after February 9, 1998.

Insurance Opt-Out - If a retiree does not wish to utilize City provided coverage, she may, at her option, receive dollar amount equal to City paid portion (per vesting schedule) either single, or two-person for retiree and spouse to whom retiree was married as of date of retirement Community Blue premium per month. Opt-out amount is based on the sum of medical and dental premiums.

Reentry into City insurance may occur, if allowed by insurer(s), at open enrollment period

Opt out and reentry are both eliminated if a retiree is covered by a national health insurance program.

No new dependents will be added under City health coverage after retirement or deferred retirement including, but not limited to, new spouses, additional children, natural or adopted, with the provision that new dependent children may be added at retiree cost, said cost to be payable in advance in the same manner as COBRA payments. Premiums unpaid by the due date shall result in loss of the dependent's coverage.

FEDERAL / STATE HEALTH CARE: Should any new federal or state legislation change the Employer-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the Employer shall not be obligated to continue to provide coverages which are substantially duplicative of any mandatory federal or state health coverages for which the Employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.

The City may substitute plan provider, provided that benefits remain substantially equal to benefits provided under the current plan, at the beginning of a plan year after the second year of this plan and upon ninety (90) days written notice to the Union.

3. ***POST RETIREMENT HEALTH CARE VESTING SCHEDULE:***
(effective for retirees who retire after February 9, 1998)

Vesting period for post retirement health care coverage shall be graduated with ten (10) year minimum actual service, graduated to a maximum of full coverage, per schedule below:

Less than 10 years full time service	= no coverage
10 years full time service	= 40% x City premium
Each additional full year	= +4% x City premium
25th year of service	= 100% City premium

- B. These healthcare options will be made available to part-time employees as determined on a prorata basis by the hours the employee is scheduled to work.
- C. The City may substitute plan provider, provided that benefits remain substantially equal to benefits provided under the current plan, at the beginning of a plan year after the second year and upon ninety (90) days written notice to the Union.
- D. Employees shall have one open enrollment period per plan year, following the initial year, at which time they may change their plan option, and may add or delete cash-in-lieu option at Section 125 Plan election date, or upon qualifying life event per IRS regulations.
- E. An employee's eligibility for insurance funded by the Employer shall cease on the effective date of discharge or resignation.
- F. The medical insurance provisions contained in Section 10 are only available to employees who take a normal or disability retirement, not a deferred retirement.

11. Disability and Life Insurance

- A. Disability Insurance shall be provided by the City for each employee, as a supplement to the U.S. Social Security Act and/or Worker's Compensation, according to the formula described in Appendix C.
- B. Group Term Life Insurance shall be provided by the City with \$60,000 Life and \$60,000 Accidental Death and Dismemberment effective within 60 days of contract ratification, and will provide life insurance to part-time employees in the amount of \$30,000 effective as the same time.
- C. Alternative plans for the above coverages may be implemented by mutual consent of the Employer and the Union.
- D. The Employer reserves the right to change insurance carriers or self-insure any insurance benefit described in this Section, provided the benefits are equivalent to or better than those described in this Section.

12. Longevity Pay

- A. Subject to Section 12.1(C)(3), each regular employee shall receive annually, after five (5) years service, a longevity payment of \$250.00, plus \$50.00 for each year of service thereafter through the twentieth (20th) year, plus \$60.00 for each year of service in excess of twenty (20) years.
- B. The annual longevity payment shall be made on the first payday in December. For purposes of computing longevity pay only, an employee will be deemed to have completed five (5) years of service as of December 1st of the City fiscal year (i.e., July through June) in which the employee attains the fifth (5th) employment anniversary. Upon termination of employment for any reason, the final longevity balance will be pro-rated based on the anniversary date.

13. Mileage Reimbursement

Employees required to use their private vehicles in the performance of assigned duties shall be paid for actual mileage driven on the basis of the mileage reimbursement rate published by the Internal Revenue Service (IRS).

14. Jury Duty

Employees with seniority called for jury duty will receive their regular rate of pay for each day they are acting as jurors during their regular shift. The employee shall endorse her check from the court for such jury duty over to the City.

15. City Hall Lounge

A lounge will be provided for City Hall employees.

16. City Hall Work Schedule

The City Hall Clerical / Administrative work schedule shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour off for lunch, but no break time during the morning and afternoon work periods.

Subject to the approval of her department head, an employee may work an alternative work schedule by adjusting the starting and/or ending time by thirty (30) minutes or taking only a thirty (30) minute lunch period. An alternative work schedule shall be for a period of at least thirty (30) calendar days.

17. Education Benefit

The City will pay the cost of tuition, course fees and required materials for college or professional courses which pertain to the employee's position, when prior approval is obtained from the employee's supervisor. The City shall reimburse the employee after she successfully completes the course. Successful completion shall mean that the employee obtains a grade of "C" or better.

APPENDIX C

CITY OF NORTHVILLE

SHORT-TERM DISABILITY INCOME INSURANCE DESCRIPTION

The City of Northville was covered with short-term disability by Mutual Benefit Insurance Company (see "Insurance Schedule" below). However, this policy was canceled in 1982. The City maintained the policy benefits by becoming self-insured.

The disability insurance is implemented in the following manner:

1. Benefits accrue from the eighth day following the onset of injury or illness. Sick leave accumulation may be used through the seventh day.
2. The insurance is used for sickness and/or accidents up to a maximum of 52 weeks.
3. The employee may use accumulated sick leave time, vacation, and/or compensatory time in lieu of the \$200 per week disability payment.
4. If the employee has used sick leave time, vacation, and/or compensatory time in lieu of the \$200 weekly payment, when the employee returns to work, sick time equal to \$200 a week will be reimbursed to the employee in an hourly amount equal to the value of \$200 per week. This is computed in the following manner:
 - A. Total hours used minus 40 hours = total net hours eligible for reimbursement.
 - B. \$200 disability pay divided by employee's hourly pay = hours per week of sick time eligible for reimbursement.
 - C. Total net hours of sick leave, vacation and/or compensatory time used divided by 40 hours per week = number of weeks to be used in calculating reimbursement.
 - D. Number of weeks X number of hours calculated to be reimbursed per week = number of sick hour reimbursed to employee.

EXAMPLE:

160 hours used in sick leave, compensatory, vacation time
 $\underline{- 40}$ hours (5 days X 8 hours)
 120 hours eligible for reimbursement

$\$200 \div \10.00 hourly rate of employee = 20 hours per week of sick time eligible for reimbursement

120 hours used in sick leave, comp, vacation used \div 40 hours per week = 3 weeks

3 weeks X 20 hours per week of sick time eligible for reimbursement = 60 sick leave hours reimbursed to employee

INSURANCE SCHEDULE

Your weekly rate of benefit shall be an amount equal to 50% of your weekly pay, subject to a maximum of \$200.00.

For that portion of any period of disability during which the person insured is eligible for benefits in connection with such disability under the United States Social Security Act, the weekly rate of benefit for such person insured shall be reduced to that amount which, when added to the Primary Benefit payable to the person insured under the United States Social Security Act (prorated to weekly or daily rate, as applicable) does not exceed 70% of his Weekly Pay (as hereinafter defined).

Weekly Pay means the current weekly rate of pay of the person insured, excluding bonuses, overtime pay and any other special compensation, and benefits shall be determined on the basis of a seven day work week.

Benefits accrue from the eighth consecutive day of disability due to accident and sickness.

Benefits are payable for a maximum of fifty-two weeks for any one period of disability.

If a disabled person is eligible to receive benefits under the United States Social Security Act, these benefits will be constituted in calculating his amount of Short Term Disability benefit, whether or not the disabled person has submitted a claim for Social Security benefits. If once Short Term Disability benefits are begun, the actual amount of Social Security benefits paid is greater or lesser than what was calculated under the Policy, adjustments will be made in future Short Term Disability benefits. The adjustments made may include no payment of Short Term Disability benefit for any one week, or a refund of benefits by the disabled person.

This plan pays you a weekly benefit for periods during which you are disabled and prevented from working as a result of covered non-occupational injury or sickness. The day which your benefits will start in the case of disability resulting from accident or sickness, the maximum number of weeks for which the benefit is payable, and the amount of your weekly rate of benefit are all shown in the Schedule of Insurance.

Benefits are payable for periods of disability which commence while insurance is in force, and although it is not necessary to be confined to a hospital to receive the weekly benefits, you must be under the care of an authorized physician and you must not be able to engage in any work.

Payment will be made for separate and distinct periods of disability that may occur while the insurance is in force. For the purposes of determining the maximum number of weeks for which benefits will be payable and the applicability of a waiting period in any specified case, successive periods of disability due to the same or related causes not separated by a return to active work on a full-time basis for at least two weeks shall be considered as one period of disability. Successive or concurrent periods of disability due to entirely unrelated causes shall be considered as one period of disability unless separated by a return to active work on a full-time basis.

Exceptions

In no event will benefits be paid for any period of disability caused by the commission of an assault or felony by an employee, or by an intentionally self-inflicted injury of any kind, while sane or insane, or pregnancy (including resulting childbirth, abortion, or miscarriage). Also, no benefits are payable for any disability covered under any Workman's compensation act or similar legislation.

Effective Date of the Plan

The Plan, as described herein, became effective August 1, 1974.

Determination of Eligibility

Active, full-time (working at least 30 hours per week) employees on the effective date are eligible for coverage as of that date.

Those persons who become active, full-time (working at least 30 hours per week) employees after the effective date will become eligible for coverage upon the completion of one month of service.

LETTER OF UNDERSTANDING

The City of Northville and Michigan Association of Public Employees (MAPE) agree that employees in the bargaining unit at the time of ratification of the July 1, 1996 to June 30, 2000 collective bargaining agreement are “grandfathered” under the following provisions from the July 1, 1993 to June 30, 1996 collective bargaining agreement.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1 - All powers and authority which the City has not specifically abridged, delegated or modified by this agreement are retained by the City. The Employer shall retain the sole right to manage and operate the various departments in which members of the bargaining units are employed, including, but not limited to, the sole and exclusive right to decide the number and assignment of employees, to create and abolish positions, to determine the need for work to be performed, to maintain order and efficiency, to make rules of conduct for employees, to hire, layoff, discipline, discharge, and promote employees, and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms and conditions of this Agreement.

ARTICLE 20 - CONTRACTING AND SUB-CONTRACTING

Section 20.1 - The Union recognizes the Employer's need and responsibility to accomplish work in the most effective and efficient manner possible, and the Employer recognizes that it is counter-productive to employees' morale and therefore their efficiency to implement layoffs without adequate study and planning, or for reasons other than operating effectiveness and efficiency or economic necessity. Therefore, the Union and Employer agree to the following policy concerning contracting and sub-contracting and its relation to layoffs:

- A. If the Employer intends to layoff one (1) or more employees, the Employer shall give written notice of its intent to the affected employees and the Union at least ten (10) work days prior to such layoff. The Employer shall state the reasons for the layoff, and the Union may request a conference meeting to discuss the matter with the Employer during the ten (10) days prior to the scheduled layoff.
- B. During the term of this agreement, the Employer shall not contract or sub-contract any public work which results in the layoffs of any employee in the bargaining unit, if the Employer can reasonably expect to be able to perform such work as effectively and efficiently using existing employees.
- C. Nothing herein shall be intended or construed to limit the Employer's right to layoff employees because of a reduction in bargaining unit work; to contract or sub-contract public work as an alternative to working employees on overtime; and to leave positions unfilled which become vacant from suspension,

resignation, or retirement, and to contract work previously done by such a vacant position.

MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

CITY OF NORTHVILLE

Ron Palmquist
Labor Relations Specialist

Gary L. Word
City Manager

Date: _____

Date: _____

