

6/30/96

July 1, 1993 to June 30, 1996

SEIU CONTRACT

**AGREEMENT**

**BETWEEN**

**CITY OF CHARLOTTE, MICHIGAN**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 586 UNIT 71  
AFL-CIO, CLC**

**CHARLOTTE DEPARTMENT OF PUBLIC WORKS**

*Charlotte, City of*

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AGREEMENT

This agreement is entered into as of this first day of July 1993 by and between the City of Charlotte, hereinafter referred to as the "City", and LOCAL 586, UNIT 71 of The Service Employees International Union - AFL-CIO, CLC hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City and its employees. Recognizing that the interest of the community and the job security of the employees depends upon the City's ability to continue to provide proper service to the community, the City and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable provisions of Section 11 of Act 379, Public Acts of 1965, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all Public Works, Wastewater Treatment and Water Department employees employed in the classifications of Public Works I, II, III, IV and V; but excluding all supervisory, confidential, temporary and casual employees and all other employees of the City of Charlotte.

Section 2.

Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1. Individuals excluded from the bargaining unit are not covered by any of the terms and conditions of this Agreement.

ARTICLE 3 - MUNICIPAL PERSONNEL

Nothing contained in this Agreement shall be construed to in any way restrict or limit municipal personnel from performing bargaining unit work:

1. In the same manner and to the same extent as municipal personnel performed such work prior to the execution of this Agreement;
2. In emergencies;
3. For the instruction or training of employees;
4. To complete operations on an efficient and economical basis.

#### ARTICLE 4 - SUB-CONTRACTING

The City shall have the right to sub-contract work normally performed by bargaining unit employees if it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

#### ARTICLE 5 - MANAGEMENT RIGHTS CLAUSE

##### Section 1.

The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws 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 Council, 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 to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- (b) to introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- (c) subject to Article - Sub-contracting, to sub-contract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;
- (d) to determine the number, location, and type of facilities and installations;

- (e) to determine the size of the work force and increase or decrease its size;
- (f) to hire new employees, to assign and lay off employees;
- (g) subject to Article - Municipal Personnel, to permit municipal employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services;
- (h) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- (i) to establish, change, combine, or discontinue job classifications, and to establish wage rates for any new or changed classification;
- (j) to determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked;
- (k) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- (l) to discipline, suspend and discharge employees for cause;
- (m) to adopt, revise, and enforce reasonable City and departmental rules and regulations (including rules and regulations as to appearance of employees before going on duty) and to carry out cost and general improvement programs;
- (n) to transfer, promote, and demote employees from one classification or shift to another;
- (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- (p) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, deleted, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of his Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

Section 2.

Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the City.

Section 3.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the Council or in the City Manager when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE 6 - NO STRIKE CLAUSE

Section 1.

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by Department of Public Works Employees covered by this Agreement for any cause whatsoever; nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment; nor shall they engage in any curtailment, restriction, or interference with the operations of the City; or engage in any concerted use of paid leave time.

The occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any Department of Public Works Employee who commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

Section 2.

The job Steward and alternate have no authority to take strike action, or any other action interrupting the City's business. The City shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action, or engaged in a slowdown or work stoppage in violation of this Agreement. This provision is subject to the grievance procedure.

ARTICLE 7 - REPRESENTATION

Section 1.

Employees within the bargaining unit shall be represented by full-time employees of the City who are part of the collective bargaining unit covered by this Agreement.

The City recognizes the right of its employees to elect three (3) Job Stewards and three (3) Alternates who shall be regular seniority employees of the City.

Section 2.

One (1) Steward and One (1) Alternate may be selected from each of the following divisions:

1. One (1) Steward and One (1) Alternate from the Wastewater Treatment Plant.
2. One (1) Steward and One (1) Alternate from the Water Treatment Plant.
3. One (1) Steward and One (1) Alternate from General Public Works.

Stewards shall only represent those employees in their respective groups of department. The Alternate may exercise the rights of a Steward as set forth in this Article only in the event the Steward is absent from work.

Section 3.

If it is necessary to investigate contract grievances, the Steward shall do so after his working hours. No union activity, including grievance processing, shall be carried on City premises unless authorized by the City.

Section 4.

The City will not recognize any Steward or Alternate until his name and position have been certified in writing by the Union to the City.

Section 5.

Neither the Union nor any of its officers nor any committeeman shall assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision.



**Section 6.**

The bargaining committee of the Union will include not more than three (3) Employees of the Charlotte Department of Public Works, no more than two from a division, and may include not more than two (2) non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

**Section 7.**

Charlotte Department of Public Works Employees involved in and bargaining will be given compensation for time spent in bargaining sessions during the employee's regular working hours only. No payment will be made for time spent outside of the employee's normal working hours. Bargaining sessions shall be set by mutual agreement of the parties. Meetings may be set during the employee's regular working hours subject to the understanding that the continuance of such meetings are subject to the operational needs of the department.

**Section 8.**

In the event the grievance presentation or disciplinary matter requiring the Steward's attendance is scheduled during the Stewards working hours, the Steward will not lose time or pay during his regular working hours nor be paid overtime for time spent in such conferences.

**ARTICLE 8 - AGENCY SHOP**

**Section 1. - Union Security:**

All employees covered by this Agreement and employed as of the effective date of this Agreement or thereafter hired or promoted into the bargaining unit and covered by this Agreement shall, as a condition of employment, upon completion of sixty (60) days of work, become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the monthly dues uniformly charged to Union members.

**Section 2. - Dues Deduction:**

- (a) During the life of this Agreement and to the extent permitted by laws of the applicable jurisdiction, the City agrees to deduct on a monthly basis Union membership dues and assessments (including any initiation fees) uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes and files with the City a checkoff authorization form.

- (b) The Union Shall supply the employees with a checkoff authorization form approved by the City and shall transmit such checkoff authorization form to the payroll office. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.
- (c) Dues or fees shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (d) The Union shall notify the City, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employees will be made by the Union.
- (f) The City shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee's wages. The Union agrees to indemnify and hold the City harmless for all claims against the City in connection with the checkoff provision herein.

### Section 3.

The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorization and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including all costs to defend any claim that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified checkoff list or authorization.

### Section 4.

An employee shall cease to be subject to Checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local 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.

### Section 5.

The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance

with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, initiation fees, special assessments, or any other deduction not in accordance with this provision.

#### ARTICLE 9 - RESIDENCY AND PERSONAL STATUS

As a condition of continued employment, all Department of Public Works Employees shall live within a five (5) mile radius of the intersection of Cochran and Lawrence in the City of Charlotte.

Each Department of Public Works Employee covered herein, whether on or off the active payroll, shall keep the City currently advised of any change in his or her correct mailing address, names, marital status, number of dependents, and of his or her telephone number.

Exception: Covered DPW Employees who are on the City payroll as of July 1, 1993 and who live beyond the five mile limit may continue to live at their present address.

#### ARTICLE 10 - JOB CLASSIFICATION AND COMPENSATION

While employed by the City, each regular full-time Department of Public Works Employee is designated as being in a wage classification corresponding to his or her particular position. Each classification level carries minimum and maximum rates of pay. The classification schedule will be regulated as follows:

##### Section 1.

It is understood that the designation of classifications set forth in Appendix "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

##### Section 2.

The City will adopt a job description outlining the basic job duties and responsibilities of each classification. Subject to Section 5, the City will continue to have the right to adopt, publish, add to, subtract from, alter, change or amend the job descriptions.

The City will notify the Union in writing of any changes in job descriptions fifteen (15) days prior to the changes taking effect.

Section 3.

All new Department of Public Works Employees shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager.

Section 4.

Wage increases shall be made on the basis of performance and service and in the amounts as provided for herein. Increases shall be dependent upon written recommendations by the department head, and approved by the City Manager. The amount of the increase, however, would be as indicated in the step schedule.

Section 5. -- New Job Classifications:

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, or job duties or responsibilities are changed, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing.

The City will, after written notice to the President, establish a rate for the new classification, which shall be considered temporary for a period of Thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the Thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 11 - WORKING CONDITIONS AND HOURS OF WORK

Section 1. -- Hours:

The normal work week shall consist of forty (40) hours, and the normal work day shall consist of eight (8) hours.

This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal work day or the normal work week. The City reserves the right to determine and modify work schedules.

**Section 2. -- Lunch and Break Periods:**

Employees will be allowed a thirty (30) minute lunch break without pay at or near the midpoint of the scheduled day. Employees shall be entitled to a fifteen (15) minute break in the morning and a fifteen (15) minuted break in the afternoon and after every three (3) hours of overtime and including call-out times. Time and location of break at the discretion of the Supervisor.

It is understood and agreed that the timing of such breaks may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed.

**Section 3. -- Productive Hours:**

Except as otherwise provided in this Agreement, the Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the City's premises.

**Section 4. -- Wages:**

Department of Public Works Employees covered hereby shall receive an hourly wage for their work as defined in Appendix A hereof.

**Section 5. -- Paid on Friday:**

Department of Public Works Employees will be paid on Friday following the end of each pay period.

**Section 6. -- Work Assignment and Schedule:**

Determination of the starting time and work schedules shall be made by the City for each Division. In the event work operations require a change in starting times and work schedules, employees will be provided a ten (10) work day notice of the change; provided that this provision does not apply to call-back on overtime situations.

Should it be necessary in the interest of emergency or efficiency, the Department of Public Works Employee shall work such reasonable overtime hours as shall be required by the City. When so directed by his/her immediate supervisor, Department of Public Works Employees are expected to complete a definite assignment even though it requires additional hours over the standard work day. In cases of emergency, snow storm, or other like circumstance, Department of Public Works Employees are expected to return to work when requested by the Director of Public Works, City Manager or their designee.

**Section 7. -- Overtime:**

Overtime at one and one-half (1-1/2) times the regular rate shall be paid after forty (40) hours worked in a normal seven (7) day work period or after eight (8) hours worked in one work day.

A call-in roster of all employees by division, listed in descending order of total accumulated overtime will be established and posted the first work day of each month. Call-in overtime will be equalized on a monthly basis among the employees as their names appear on the roster.

A scheduled overtime roster of all employees by division listed in descending order of total accumulated overtime will be established and posted on the first work day of each week. Scheduled overtime will be equalized on a weekly basis among the employees as their names appear on the roster.

Employees will be assigned overtime on the basis of their equalized hours and seniority provided they are qualified to perform the work required. If an employee is unavailable or is excused from overtime, he shall be credited on the roster with two hours minimum or the time required to complete the task by others, recorded in red for equalizing purposes only. If an employee accepts overtime, he shall be credited with overtime, recorded in black. In the event no volunteer is found according to the above procedure, the employee with the least amount of overtime on the scheduled overtime roster shall be required to work required overtime. Assignment of shift extensions are excluded from this procedure.

The following situations will not be charged in "RED":

- Vacation
- Sick Leave
- Jury Duty, served after normal working hours.

**Section 8. -- No Pyramiding:**

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

**Section 9. -- Punch In and Out:**

For the purpose of proper control all employees shall punch in and out at their starting time, lunch break, and quitting time. This shall include call-outs and all other time worked.

**Section 10. -- Call-In Pay:**

Any employee called into work outside of his regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half (1-1/2) the employee's regular straight-

time rate and will be assured a minimum of two hours pay at time and one-half (1-1/2) his regular straight-time rate, provided that, if the work time on the call-in assignment begins one hour or less before the employee's regular working hours, the minimum guarantee provisions of this Section shall not apply and the employee will be paid only for actual time worked on the call-in assignment.

**Section 11. -- Transportation:**

All Department of Public Works Employees must provide their own transportation to work.

**Section 12. -- City Buildings, Equipment and Tools:**

Pursuant to City-wide policy no person shall use Department of Public Works buildings, materials, equipment, or tools for personal gain or use. Nor shall they be permitted to be in a Public Works buildings when not working unless authorized by supervision. Any Department of Public Works Employee violating this section and found using City owned building, materials, equipment or tools for personal use will be subject to disciplinary action up to and including dismissal. Provided that this shall not apply to work under City contracts or City right of ways.

Exception to this policy may be made by the City upon advance written approval of the employee's supervisor.

Use of the wash rack only will be permitted by D.P.W. employees until such time as a City wide policy is established to cover all City employees. The wash rack is defined as the areas normally used in the Wastewater Treatment Plant and the D.P.W. Garage for washing vehicles. Due to insurance problems, only the employee will be permitted on the site(s) and only for his personal vehicle."

**Section 13: Drug Testing**

**1. Purpose**

- A. The Charlotte Department of Public Works has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse, seriously impairs an employee's performance and general physical and mental health. The department, in order to, ensure an employee's fitness for duty as a condition of employment orders drug tests based on a reasonable objective basis; and to inform the employee that testing is a condition of

employment.

2. Definitions

- A. Employee - All personnel employed by the Charlotte Department of Public Works.
- B. Supervisor - Employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for managing a work element.
- C. Drug Testing - A urinalysis or other test administered under approved conditions and procedures to detect drugs.
- D. Reasonable Objective Basis:
  - 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.
  - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

3. Policy

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside City employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.
  - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
  - 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer/supervisor.



4. General

If the Director of Public Works or a Supervisor has a reasonable suspicion to believe an employee has violated this policy the following procedure will apply.

1. Any employee suspected of violating this section will be given an immediate hearing with the following persons present:
  - a. Employee;
  - b. Employee Union Representative, if requested;
  - c. Employee's Supervisor; if applicable;
  - d. Director of Public Works or designee.

The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

If it is determined by the Director of Public Works or his designee that the reasonable suspicion is substantiated the employee will be placed on administrative leave pending the results of an appropriate test.

- A. Said employee shall be required to submit to an immediate urine and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
- B. Such test shall be given pursuant to the procedure as outlined in Appendix A or prior arrangements at a site determined by the department and union.
- C. The employee shall submit to such test and release of test results to the employer, failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
- D. After the test has been given and the results known:
  1. The employee will be put back to work with full pay for time lost, should the test results be negative; or
  2. Shall be subject to discipline, including discharge, should the test results be positive, provided that any discipline imposed for the first offense in any 24 month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer, and the employee, the cost of which shall be the responsibility of the employee. If the employee successfully completes such a program and is

not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

5. Procedure

A. Drug Testing/Urinalysis

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others in the testing procedure.

1. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, shall be the basis of discontinuing an applicant in the selection process.

2. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.

3. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

4. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

5. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused to test are not eligible for further consideration.

6. The results of drug tests on applicants shall be confidential and used for official purposes only.

B. Current Employees of the Department

1. The Director of Public Works or a Supervisor may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties.

2. Current employees may be ordered by the Director of Public Works or a Supervisor to take a drug test:

a. Where there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics: or

b. Where there has been the use of force involving a life threatening injury or death: or

c. Where there has been serious injury to the employee.

C. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Sub-Section B (See Pg. 22 ), or the use of prescription drugs without a prescription or the abuse of any drugs, will be submitted as a part of a written complaint by the supervisor, consistent with Item (c) above, requesting departmental action.

D. The procedure for administering the urinalysis program is outlined in Sub-Section A of this policy. (See Pg. 20)

E. Responsibility

Failure to comply with these provisions may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow these provisions will result in immediate suspension from duty pending final disciplinary action.

**SUB-SECTION A**  
**Blood and/or Urinalysis Procedures**

**A. Obtaining Urine Samples**

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

**B. Processing Urine Samples**

1. The testing or processing phase shall consist of a two-step procedure.
  - a. Initial screening step, and
  - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates.

Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.

5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and/or any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use NADA or MLEOTC recommended laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatography/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second approved laboratory as outlined in B5 if it is requested by the affected employee. If the second test is positive the employee will bear the full cost of this test. In the event the second test is negative, the employer will bear the full cost of this test. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence-Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

- a. TLC (Thin Layer Chromatography, recommended for initial step), or HPLC (High Performance Thin Layer Chromatography).
- b. GLC (Gas Liquid Chromatography).
- c. GC/MS (Gas Chromatography/Mass Spectrometry, recommended for confirmation step).
- d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

- a. RIA (Radioimmunoassay).
- b. EMIT (Enzyme Multiplied Immunoassay Technique) recommended for initial screening step.

**SUB-SECTION B**

<u>Drug/Metabolite</u>	<u>Decision Level</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml

Confirm using Gas Chromatography/Mass Spectrometry (GC/MS)

**ARTICLE 12 - DISCIPLINE**

**Section 1.**

The City shall retain the right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules. This provision is subject to the grievance procedure.

**Section 2.**

New or amended rules adopted under Section 1, governing discipline will be published Five (5) working days prior to their effective date.

**Section 3.**

After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without just cause.

**Section 4. - Discharge and Suspension Cases:**

In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from employment after the date hereof, and he believes that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager or his designated representative within five (5) regularly scheduled working days after such discharge or after the start of a suspension. Such grievance shall be processed starting at the

Second Step of the grievance procedure. Copies of the notice of discharge or suspension shall be furnished to the employee and the Union.

**Section 5. - Reinstatement**

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial or no compensation, which compensation, if any, shall be at the rate of the employee's regular rate of pay at the time of such suspension or discharge.

**Section 6.**

The City reserves the right to demote, or transfer an employee and/or to require an employee to take an involuntary sick or health leave of absence, according to the terms of Article 21 Sick Leave, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City. Such disability shall be deemed just cause for the purposes of this Article. Such cases shall be subject to the grievance procedure.

**ARTICLE 13 - RESIGNATION**

A Department of Public Works Employee covered hereby who desires to resign shall present his or her resignation in writing to the Director of Public Works or City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any Department of Public Works Employee failing to give such proper notice shall forfeit all vacation and leave benefits accrued under this agreement.



ARTICLE 14 - SENIORITY

Section 1.

Department wide seniority shall be defined as a full-time employee's length of continuous service with the City since his last hiring date as a permanent employee. "Last hiring date" shall mean the date upon which an employee first reported to work at the direction of the City as a full-time permanent employee. No time shall be deducted from an employee's service due to absences for which the employee is paid from the City's general payroll (i.e. excluding insurance payments).

Section 2.

Classification Seniority shall be defined as an employee's length of continuous service with the City as a full-time employee in a job classification covered by this Agreement.

Section 3.

The City will maintain an up-to-date seniority list. The names of all employees who have completed their probationary periods shall be listed on the seniority list entry starting with the senior employee at the top of the list and showing name, job title, date of entry into bargaining unit and date of hire. If two (2) or more employees have the same date of entry into the bargaining unit, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The seniority list will be posted on appropriate bulletin boards.

Section 4.

It is understood that employees are subject to a minimum probationary period of six (6) consecutive months of regular full-time employment; provided that the probationary period may be extended by written mutual agreement.

When an employee finishes the probationary period by accumulating at least six (6) consecutive months of continuous, full-time employment, and any extensions thereof, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

Section 5.

While the Union represents probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 11 of this Agreement the City shall have the sole right to discharge, discipline, transfer, demote or suspend said employees for any reason without regard to the provisions of this Agreement and no grievance shall arise therefrom and no matter concerning such action shall be subject to the grievance procedure.

Section 6.

An employee shall be terminated and lose his seniority rights if he:

1. Quits or retires.
2. Is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

3. Is laid off for a period of fifteen (15) months or length of his seniority, whichever is less.
4. Fails to report for work within Seven (7) days from the date of the mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail. The City Manager may grant, an exception to this requirement when he believes it is warranted by the circumstances.
5. He/She fails to maintain a valid Michigan drivers license or other license required by the State of Michigan, which enables Him/Her to perform all job functions.
6. Is absent without a reasonable excuse and based on circumstances not beyond control of the employee for three (3) consecutive working days and without notice to the City of such excuse within the three (3) days.
7. Fails to return from a leave of absence, vacation, or sick leave at the designated time without a reasonable excuse and based on circumstances beyond the control of the employee.

#### Section 7.

It shall be the responsibility of each employee to notify the City of any changes of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

ARTICLE 15 - PROMOTIONS

Section 1.

Permanent, full-time job vacancies which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in. The City reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article up to ninety (90) days.

Section 2.

When it is determined by the City that a promotional vacancy exists, the City shall post such promotional vacancy on the Department bulletin board for a period of ten (10) working days. Department of Public Works Employees shall request in writing to the Director of Public Works or his/her designee, their desire for promotional consideration. The City shall not be obligated to consider a request for promotional consideration from a Department of Public Works Employee who has not submitted his/her request in writing.

Such posting shall include a statement of the job requirement and whether tests (oral, written and/or performance or combinations) must be taken by applicants.

Section 3.

Promotions within the bargaining unit shall be made on the basis of seniority, qualifications and ability. When the qualifications and ability of the employees are deemed equal, the most senior employee will be given preference.

Bonding requirements, prior work record, experience, attendance, evaluation, licensing and physical fitness shall be considered. If no applicant is selected to fill the vacancy, the City may fill the position from outside the bargaining unit.

**Section 4.**

The applicant selected for a promotion will serve a trial period of ninety (90) days. The City may disqualify the employee during the trial period and such employee shall be returned to his former position or one of similar classification and pay. During the first thirty (30) days of the trial period, the employee shall have the right to revert back to his former classification; provided that in the event the employee exercises this option, he will not be entitled to bid on another promotional vacancy for a period of one (1) year. If the employee exercises this options twice in a five (5) years period, the employee will not be entitled to bid on another promotional vacancy for a period of two (2) years.

**Section 5.**

The City reserves the right to hire from outside, if, no employee is deemed to be qualified to fill the vacancy or no applications are received from employees in the bargaining unit.

**ARTICLE 16 - LAYOFFS AND RECALL**

**Section 1.**

If the City determines that it is necessary to discontinue a job classification or reduce the number of employees in a job classification, the following layoff procedures will be followed:

1. Temporary and part-time employees within the affected classification within the affected Division will be laid off first, providing the remaining seniority employees have the present ability to perform the available work.
2. Thereafter, probationary employees within the affected classification within the affected Division will be laid off, providing the remaining seniority employees have the present ability to perform the available work.
3. Thereafter, the least seniority employees within the affected classification within the affected Division will be laid off, providing the remaining seniority employees have the present ability to perform the available work.
4. When a least seniority employee is removed from a classification within his Division as a result of a lay-off, he may be allowed to bump the least senior employee in the next lowest-paying classification within his Division in accordance with his Department-Wide Seniority, providing he has all State required licenses and he has the present ability to perform the available work and the remaining employees within the lower classification within his Division have the present ability to perform the available work.
5. When a least senior employee is removed from a classification within his Division as a result of being bumped by a more senior employee in accordance with Paragraph 4, he may be allowed to bump the least-senior employee in the lowest paying classification in his Division in accordance with his Department-Wide Seniority, providing he has all State required licenses and he has the present ability to perform the available work and the remaining employees within the lowest classification within his Department and has the present ability to perform the available work.

6. When a least senior employee is removed from a classification within his Division as a result of being bumped by a more senior employee in accordance with Paragraph 5, he may be allowed to bump the least senior employee in the lowest paying classification in another Division in accordance with his Department-wide seniority provided he has previous service in the Division in which he intends to bump and provided he has all the State required licenses and he has the present ability to perform the available work.

#### Section 2.

For purposes of this Article, the term "classification seniority" means the date appearing on the City's records on which an employee began working in a given classification. The term "Department-Wide Seniority" means the employee's seniority as defined in Article 14.

#### Section 3.

An employee may be granted a thirty (30) calendar day trial period to demonstrate his present ability to perform the job. The City may disqualify the employee during the trial period in the event the employee fails to demonstrate a present ability to perform the job. The Union may request a conference with respect to the disqualification.

#### Section 4.

Probationary employees shall be considered as terminated rather than laid-off in the event of a reduction in work force. There shall be no requirement for the City to rehire. In the event they

are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

Section 5.

For purposes of this Article, the term "Division" refers to one of the following:

1. Wastewater Treatment Plant
2. Water Treatment Plant
3. General Public Works

Section 6.

Employees will be recalled in the reverse order of the layoff, providing the employee has all the State required licenses and he has the present ability to perform the available work.

ARTICLE 17 - SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union President and the City Manager or his designated representative. Such meetings shall be between no more than three (3) representatives of the City and three (3) representatives of the Union (not more than one (1) employee from any Division).

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, unless both parties agree to include other items. The members of the Union shall not lose time or pay nor shall they be paid overtime for time spent in such conferences.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

**Section 1. -- Definition of Grievance:**

A grievance shall be defined as alleged violation of the terms and provisions of this Agreement.

**Section 2. -- Grievance Procedure:**

**FIRST STEP:** All grievances shall be discussed orally with the employee's immediate supervisor before a grievance is filed. However, the time limits set forth in the Second Step must be observed unless extended in writing by the supervisor. An employee shall, upon request, have the right to have a Union Representative present during the oral discussion of a grievance with the supervisor. If the matter is not resolved by discussion, the following procedure shall apply.

**SECOND STEP:** If the grievance is not settled in the first step and it is to be appealed to the second step, within five (5) regularly scheduled working days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the grievance shall be reduced to writing, stating the facts upon which it is based, when it occurred, specifying the Section or Sections of the contract which has allegedly been violated, specifying the adjustment requested, be signed by the grievant and/or Union Representative and be presented to the DPW Director or his designee.

The DPW Director and or his designees, but in no case more than three (3) city members shall meet with the aggrieved employee/s and Unit Representative/s, but in no case more than three (3) Union representatives, to discuss the grievance within five (5) regularly scheduled working days after receipt of the written grievance. The DPW Director and or his designees shall give a written answer setting forth the reasons for his decision to the aggrieved employee, with a copy to the Union, within five (5) regularly scheduled working days after the meeting.

**THIRD STEP:** If the grievance has not been settled at the Second Step and it is to be appealed to the Third Step, it shall be appealed in writing to the City Manager or his designated representative. The appeal shall be made within five (5) regularly scheduled working days after receipt of the Second Step answer and shall include a statement of why the second step answer is being appealed. The City Manager and / or his designated Representatives, (but in no case will there be more than three (3) city representatives), and a grievant plus no more than two (2) members of the Union grievance committee shall meet at a mutually agreed upon time after receipt of the written appeal. The business representative for the Union and/or the City's Labor Relations Council may be present at such meetings, and as a courtesy, a notice of such attendance will be given to the other party in advance of the meeting. The City must answer the grievance in writing setting forth the general reason for its decision within ten (10) regularly scheduled working days after such meeting. The Union shall respond in writing within ten (10) regularly scheduled working days after receipt of the City Manager's response stating they will accept his response or that they will appeal to the fourth step.

**FOURTH STEP:** If no agreement is reached in Step 3, the grievance shall be referred to the American Arbitration Association.

**Section 3: -- Rules of Grievance Processing**

- (A) Department of Public Works Employees shall write, investigate, process and present a grievance so that this activity will not conflict with the full, faithful and proper performance of their required work and at no time shall this activity be done during working hours.
- (B) All grievances must be filed within five (5) days following time of occurrence or knowledge thereof.
- (C) Management representatives shall date and sign the grievance indicating receipt thereof.
- (D) When a management representative returns the form with his or her answer on it, the grievant shall date and sign the grievance indicating receipt thereof.
- (E) A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.
- (F) A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.
- (G) Working days shall be defined for grievance procedures to exclude Saturday, Sunday and Holidays. Working days for grievance procedures (time limits) are to begin at 12:01 A.M. of the following day.
- (H) Time limits within the grievance procedure may be extended if mutually agreed upon by the City representatives and Union representatives.
- (I) All grievances must be filed on the form a copy of which is contained herein.
- (J) In the event the grievance presentation or disciplinary matter

requiring the Union employee's attendance is scheduled during the his/hers working hours, they will not lose time or pay during his/her regular working hours nor be paid overtime for time spent in such conferences.

Section 4: -- Grievance Form

GRIEVANCE

Department of Public Works Employee's Name:

Date:

\_\_\_\_\_
Date and Time Incident Occurred:

\_\_\_\_\_
Alleged Provisions Violated:

\_\_\_\_\_
Statement of Fact:

\_\_\_\_\_
Proposed Remedy:

\_\_\_\_\_
Union Stewart Signature:

\_\_\_\_\_
Public Works Employee's Signature:

\_\_\_\_\_
Date:

\_\_\_\_\_
Date:

Submitted to Director of Public Works -- Step 1:

\_\_\_\_\_
Director of Public Work's Signature:

\_\_\_\_\_
Receipt Date and Time:

Answer by Director of Public Works Step 1:

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\_\_\_\_\_  
Director of Public Work's Signature:

\_\_\_\_\_  
Return Date: \_\_\_\_\_

\_\_\_\_\_  
Union Representative:

\_\_\_\_\_  
Public Works Employee's Signature:



July 1, 1993 to June 30, 1996

SEIU CONTRACT

\_\_\_\_\_  
City Manager's Signature:

Return Date: \_\_\_\_\_

\_\_\_\_\_  
Union Representative Signature:

\_\_\_\_\_  
Public Works Employee's Signature:



**Section 5.**

Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

**Section 6.**

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedures; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

**Section 7.**

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

**Section 8. --Powers of the Arbitrator:**

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions of responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage.

His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement, and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

1. Shall only have the authority to pass on a grievance referred to him as prescribed herein.

#### Section 9.

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

#### Section 10.

The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision

of an Arbitrator.

**ARTICLE 19 - VACATION LEAVE**

**Section 1: Computation of Benefits**

Each Department of Public Works Employee will receive earned vacation credit on May 1st of each year. Vacation pay will be calculated using the Department of Public Works Employee's regular base rate.

Vacation days for months worked from date of employment to the next May 1st will be pro-rated one half (1/2) day per month. This will place everyone on a May 1st basis for receiving vacation credit.

On each May 1st thereafter the Department of Public Works Employee will receive vacation credit in the amounts listed below:

Six (6) days vacation credit after the first and second full years of employment.

Fourteen (14) days vacation credit after three (3) full years through the tenth full year of employment.

Twenty (20) days vacation credit after ten (10) full of years employment and all subsequent full years.

**AS OF JULY 1, 1992 THE FOLLOWING LANGUAGE WILL BECOME EFFECTIVE:**

Twenty (20) days vacation credit after ten (10) full of years through the fifteenth (15th) full year of employment. At least five (5) days must be taken during the winter schedule as defined in section 2.

Twenty-five (25) days vacation credit after fifteen (15) full years of employment and all subsequent full years. At least Ten (10) days must be taken during the winter schedule as defined in section 2.

Example: Date of employment March 2, 1978

Pro-rate from March 2, 1978 to May 1, 1978	= 1 day
May 1, 1978 to May 1, 1979 (credited 5/1/79)	= 6 days
May 1, 1979 to May 1, 1980 (credited 5/1/80)	= 6 days
May 1, 1980 to May 1, 1981 (credited 5/1/80)	= 14 days
May 1, 1988 (May 1st starting the 11th year) after completing ten (10) full years	= 20 days

The amount of vacation leave charged to a Department of Public Works Employee during his or her leave shall be equal to the number of regularly scheduled days he would otherwise have worked during his or her absence of such leave. Vacation shall be charged against a Department of Public Works Employee in not less than one of his or her work day units.

Vacation days are credited on May 1st; all but 5 days must be used prior to April 30, of each year. Employees may be permitted to "carry over" no more than five (5) vacation days beyond May 1st, to be used no later than August 31.

## Section 2: Procedure

The time at which a Department of Public Works Employee shall take his or her vacation shall be determined by the department head with due regard to the wishes of the Department of Public Works Employee and particular regard for the needs of the department.

The year shall be divided into two (2) six (6) month periods for the purpose of scheduling vacation . April 1 through September 31 shall be known as the summer schedule. October 1 through March 31 shall be known as the winter schedule.

Request for vacation leave shall be governed on a division seniority basis providing the employees submit their vacation requests by March 1 for the summer schedule and September 1 for the winter schedule.

Any Department of Public Works Employee electing not to request his or her vacation leave by the dates specified above may make his or her request on a first come first serve basis.

Sufficient advance notice of not less than five (5) days or less with supervisors approval shall be given to the department head or his/her designee to allow him or her to make the vacation schedules and to arrange working schedules accordingly. All vacation leave shall be requested in writing on a form provided by the City. Advance notice shall not be less than twenty four (24) hours.

Department of Public Works Employees must utilize no less than one (1) vacation day at a time.

Only two (2) Department of Public Works Employees assigned to the garage will be allowed to take vacation at the same time, or otherwise if approved by his/her supervisor.

Only one (1) Department of Public Works Employees assigned to the Waste Water Treatment Plant will be allowed to take vacation at the same time, or otherwise if approved by his/her supervisor.

Only one (1) Department of Public Works Employees assigned to the Water Plant will be allowed to take vacation at the same time, or otherwise if approved by his/her supervisor.

**Section 3: Eligibility**

All Department of Public Works Employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein. Vacation Leave shall be based on length of continuous service. No vacation leave shall be earned by a Department of Public Works Employee during a leave of absence without pay, including workers compensation. No vacation leave shall be earned by a Department of Public Works Employee that is off work on disability for more than six months.

**ARTICLE 20 - HOLIDAY**

**Section 1.**

The following are designated as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, December 24, December 25, the day after Thanksgiving, Presidents Day, December 31.

**Section 2.**

Department of Public Works Employees shall be paid \$95 per month as compensation for all holiday pay.

Any Department of Public Works Employee who is required to work on one of the above listed holidays shall be compensated at a rate of twice his or her normal pay for the hours worked.

**Section 3.**

If the holiday falls on a Sunday, the following Monday will be observed as a holiday.

Section 4.

While Easter is not a recognized holiday under Section 1 , the City agrees to pay triple time pay for all hours worked on Easter Sunday.

ARTICLE 21 - SICK LEAVE AND DISABILITY

Section 1: Procedures.

Sick leave shall not be considered a privilege which an employee may use at his discretion; but shall be used in the case of necessity. To be paid sick leave, the employee shall notify his immediate supervisor or his department head prior to the time set for the beginning of his daily duty.

Failure to follow the above procedure will result in denial of the claim.

When absence is for more than three (3) days, the employee may be required to file a Physician's Certification unless the department head has personal knowledge of the employee's sickness or disability. A report form for sick leave, furnished by the City, shall be filled out immediately upon the employee's return to work.

If an employee is absent due to illness for more than five (5) non consecutive days in a three (3) month period there will be a required review of the employees attendance record to determine if the employee is well and working often enough to meet the work demands of his job. If it is determined the employee is not meeting his/her work obligations he/she was hired to perform the employee will be placed on probation for a period of ninety (90) days and subject to review and dismissal based on the employees attendance.

Any future absences during the probation period with out a Physician's Certification of the illness will be justification for the supervisor to recommend dismissal of the employee.

**Section 2: Eligibility.**

All regular full-time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of service up to the amount accumulated at the time of illness.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

**Section 3: Computation of Benefits.**

All eligible employees shall be entitled to sick /disability leave credit of one (1) working day for each completed month of service, except that no leave credit can be earned during a leave of absence without pay. Sick leave will be computed on May 1 of each year. The first year of employment will be prorated. The amount of leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Leave credit will not be allowed in advance of being earned.

One Half (1/2) day per month up to six days per year will be credited toward the use of sick leave. One Half (1/2) day per month up to six days per year will be credited toward the use of disability leave until a bank of Thirty (30) days is accumulated toward disability leave. Once Thirty (30) days has accumulated toward disability, the full Twelve (12) days will be accumulated for



sick leave purposes up to a total of Sixty (60) Days.

If disability days are used they shall be replenished by the above method of allocation until the full bank of thirty (30) days is again reached.

Payment of unused sick /disability leave not to exceed 90 days shall be made to the employee or to his beneficiary on death or retirement with the Municipal Employees Retirement System. Payment of 1/2 of the employee's unused sick leave accumulation will be paid to the employee upon leaving employment after ten (10) full years of employment with the City.

If the thirty (30) day disability bank is full and the employee has sick leave credit on May 1 greater than the 60 day accumulation, the employee may cash those days that exceed sixty (60) at one half pay.

Those employees whose sick leave days accumulation exceeds the 720 hours maximum allowed at the date of this agreement shall have those hours frozen above 720 hours and may be utilized in accordance with this agreement except they may not be cashed in prior to retirement.

#### Section 4: Pooling.

If an employee has used up all of his sick time on illness, accident or injury, a fellow employee may voluntarily donate a maximum of ten (10) days per illness from his sick time to the employee in need of more sick time. The City shall in no way be responsible for settling differences of opinion. Donations of sick leave must be in writing.

**Section 5: Employee Responsibility.**

To be eligible for any sick leave payments, the employee must be available by telephone, during those times the employee requests payment for sick leave absence, at the employee's residence, physician's office or hospital. An answering device is not an acceptable substitute. An employee who is not so available shall be ineligible for any sick leave payment. This provision will not apply to medically verified illness and/or disability.

**Section 6: Disability.**

Disability leave will be provided in conjunction with sick leave for long term critical illness or non job related injury for up to twenty six (26) weeks.

Disability leave will be approved after the proper forms are filled out and filed with the City Clerk (forms to be provided by the City Clerks office). This form will require that a doctor's certificate be attached. Written notice of the claim must be presented to the City Clerk's office within fifteen (15) days of the occurrence of the injury or illness for the Department of Public Works Employee to be eligible for disability benefits.

Benefits will be provided for each full time Department of Public Works Employee thirty (30) days from the date of employment. A Department of Public Works Employee must be absent from work longer than ten (10) working days before he/she is eligible for disability benefits. Payments will commence on the fifteenth working day.

Disability benefits will not be paid for any claim covered by workers compensation, or for an injury that resulted from other gainful employment not with the City, or for suicide attempts, or from injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability:

1. Results from causes entirely unrelated to the cause of the previous disability.
2. Commences after the Department of Public Works Employee has returned to active full - time duty for the City for at least two (2) consecutive weeks.

Benefits will be paid in accordance with the following schedule:

WEEK	SICK LEAVE	DISABILITY	TOTAL HOURS
1	40	0	40
2	40	0	40
3	32	8	40
4	32	8	40
5	24	16	40
6	24	16	40
7	16	24	40
8	16	24	40
9	8	32	40
10	8	32	40
11	0	40	40
12	0	40	40
13	0	40	40
14	0	40	40
15	0	40	40
16	0	40	40
17	0	40	40
18	0	40	40
19	0	40	40
20	0	40	40
21	0	40	40
22	0	40	40
23	0	40	40
24	0	40	40
25	0	40	40
26	0	40	40

**ARTICLE 22 - FUNERAL LEAVE**

A maximum of three (3) days funeral leave time with pay may be utilized if necessary for attendance at funerals of an Department of Public Works Employee's immediate family, upon notice to the Department of Public Works. A maximum of two (2) days sick leave time may be utilized if necessary for attendance at non-immediate family funerals only upon specific permission of the Director of Public Works or his/her designee. Extended funeral leave in extenuating circumstances may be authorized by the Director of Public Works or Supervisor. The Department of Public Works Employee may utilize personal leave or take leave without pay if authorized. Immediate family shall be interpreted as including: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren and step relations of the employee's immediate family.

**ARTICLE 23 - JURY DUTY**

**Section 1.**

Employees shall be granted leaves of absence for required jury duty. All employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding mileage), equal their total compensation. The time spent on jury duty shall be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall immediately report by telephone to his supervisor and unless otherwise instructed return to work as quickly as possible.

**Section 2.**

Employees shall notify their supervisors as soon as possible after receiving notice to report for jury duty. Employees seeking the supplemental payment referred to above will be responsible for insuring that a report of jury duty and pay form is completed by the Clerk of the Court each week so the City will be able to determine the amount of compensation due for the period involved.

**Section 3.**

When an employee is subpoenaed to a court of law to testify in a case relating to City property or while on duty witnesses an event in which he is called to testify he shall receive that portion of their regular compensation which will, together with their fees (excluding mileage) equal their total compensation.

ARTICLE 24 - OTHER LEAVES OF ABSENCE

Section 1: Personal Business Leave

Full-time regular employees with one (1) year seniority may be allowed up to three (3) days a year with pay for personal leave. It is intended that this leave is to be used for personal business purposes which cannot be conducted during non-work hours and is not to be used to extend vacations, holidays, entertainment, etc. At least five (5) business days notice or less with Supervisors approval shall be given to the Department. Personal leave time must be approved by the Department. If personal leave days are not used by May 1 of each year they may be added to the employees accumulated sick leave and used as sick leave in accordance with Article 21 herein.

Section 2: Critical Illness -- Childbirth

Department of Public Works Employees may utilize sick leave, personal leave, or accumulated vacation for the purpose of critical illness or childbirth involving a spouse, their child, or the Department of Public Works Employees parents. Permission must be authorized by the Director of Public Works or Supervisor.

Section 3: Other Leave

Other leave may be granted to Department of Public Works Employees without pay for extenuating circumstances if approved by the Director of Public Works and City Manager. The granting of such leave or any extension thereof, shall be discretionary on the part of the City. A Department of Public Works Employee desiring a leave of absence or an extension thereof from his or her employment shall apply in writing with full documented verification of the reason for the leave.

Leaves of absence shall not be granted for the purpose of permitting employees to seek other employment, to engage in other employment on a trial basis, or to become self-employed. A Department of Public Works Employee found in violation of this section shall be terminated immediately by the City.

Section 4: Unpaid Family Medical Leave

To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects.

ARTICLE 25 - LONGEVITY PAY

All regular full-time employees in the active service of the City as of November 14 of any year shall be entitled to a longevity pay for prescribed length of service with the City as indicated in the following rules and schedule of payment.

- (A) Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between November 15 dates, shall be eligible for a calendar months pro-rated payment of their longevity pay payable upon separation.
- (B) Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.
- (C) Longevity payment schedule:

Continuous Service	Annual Payment
5 years or more and less than 10 years	\$ 600.00
10 years or more and less than 15 years	\$ 800.00
15 years or more and less than 20 years	\$1,000.00
20 years and over	\$1,300.00

ARTICLE 26 -RETIREMENT

Each regular full-time Department of Public Works Employee shall become a member of the City's retirement system, Municipal Employees Retirement System Plan B-2 starting January 1, 1992 and F55/25 rider starting July 1, 1992 benefits. A Department of Public Works Employee must have ten (10) years service to be vested in the retirement plan. The definition of retirement is when a Department of Public Works Employee draws retirement benefits under the Cities retirement plan with M.E.R.S. A Department of Public Works Employee leaving employment with the City shall not be considered a retired employee under any other circumstances except as stated in the above definition.

The City will continue to pay for the Municipal Employees Retirement System Plan C-1 benefits in effect as of July 1, 1991. The Employees will pay the cost to increase the retirement plan Retirement System Plan B-2 starting January 1, 1992 and F55/25 rider starting July 1, 1992 benefits by payroll deduction as determined by the actuary retained by MERS. As of January 1, 1994 the City will pay the cost of the B-2 Retirement System Plan and starting July 1, 1994 the City will pay for the F-55/25 Retirement Plan.

#### ARTICLE 27 - CLOTHING ALLOWANCE

##### Section 1.

Members of the bargaining unit will be paid a quarterly clothing allowance of \$38.00 paid in the first pay period of July, October, January and April of each year. In order to receive this payment, the employee must have worked during the previous quarter.

Starting July 1, 1992 the clothing allowance will be increased to \$60.00 instead of \$38.00.

#### ARTICLE 28 INSURANCE

##### Section 1: Health Medical and Hospital Insurance

The City will pay 100% of the premiums for single, two person and full family coverage under the Blue Cross/Blue Shield MVF-2 with ML and \$2.00 prescription drug riders, or an equivalent plan, as the hospital, medical and surgical insurance plan for the Department of Public Works Employee.

This coverage will not be provided at City expense in the case of a Department of Public Works Employee who is laid off or on a



leave of absence without pay for more than 30 days; provided that the City will pay the health insurance premiums for an employee receiving disability insurance payment for up to a maximum period of six (6) months.

**Section 2: Insurance for Retired Department of Public Works Employees**

The City shall make available to retired Department of Public Works Employees, hospitalization and medical insurance through the present group carrier at the retired Department of Public Works Employee's expense.

**Section 3: Dental Insurance**

The City will pay 100% of the cost for the established Delta Dental plan or its equivalent for full family.

**Section 4: Group Life Insurance**

After completion of thirty (30) days of full-time continuous service, the City will provide to a Department of Public Works Employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$20,000.

**Section 5: Workers Compensation**

The City in accordance with State law, provides "Worker's Compensation". No employee shall receive duplicate payments from sick leave and worker's compensation.

**Section 6: Eligibility**

Eligibility, coverage, and benefits under the above insurance plans and other insurance plans set forth in this Agreement are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers, and to become self-insured.

**Section 7: On the job injury**

When an employee has an on the job injury, the employee may use sick leave or sick/disability leave bank to pay the first eight (8) days until Workers Compensation has started. If Workers Compensation picks up the first eight (8) days the City shall be reimbursed by the employee through payroll deduction or direct reimbursement by the employee in which case the sick leave account will be credited for days charged.

**Section 8: Lapse of City paid insurance**

No hospital, medical, surgical, dental, or life insurance will be provided at City expense in the case of a Department of Public Works employee who is laid off or on leave of absence without pay for more than 30 days; provided that the City will pay the health insurance and dental insurance premiums for an employee receiving disability insurance or Workers Compensation for up to a maximum period of six months.

**Section 9: Vision Care**

The City shall provide and pay the cost for a City self-insured vision care plan. The plan shall pay up to two hundred twenty-five dollars (\$225.00) per fiscal year (July 1-June 30) for costs incurred for vision care, such as, but not limited to, eye

**Section 3: Severability and Savings Clause**

If any provision of this Agreement, or supplement thereto, is found invalid by operation of law or by any Board or Court of competent jurisdiction, or if compliance with or enforcement of any provision should currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

**Section 4: Conformance with State Law**

If State law is amended on a mandatory basis that would affect any provision in this contract, the contract shall be automatically amended to conform with the law on the effective date of such law.

**Section 5: Rules and Regulations**

The City and Department of Public Works shall continue to have the right to establish change and enforce reasonable rules, policies, and regulations covering discipline, work rules, safety, etc.

**ARTICLE 30 - AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION**

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

Section 1: Ratification

The City negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to and receives ratification by the Department of Public Works Employees within the bargaining unit, and the City Manager receives from the Union written notification thereof.

It is specifically understood and agreed by the parties that, upon mutual consent of the parties, any Article, Clause, Section, Appendix, Attachment or Understanding may be reopened anytime during the term of this Agreement.

Section 2: Effective and Termination Dates

This Agreement shall become effective on 7-1-93 at 12:01 a.m. and shall continue in full force and effect until 11:59 p.m. 6-30-96 and thereafter, for successive periods of two (2) year(s), unless either party shall, on or before the sixty (60) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, change or amend, or any combination thereof, the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of September, 1993.

For the City:

For the Union:

Robert S. Wright  
Mayor

James Shilton  
Business Agent

Diane Jewett  
City Clerk

W. Woodell 9-8-93  
President

A P P E N D I X A

Effective: 7-1-93

Starting CLASSIFICATION TITLES DPW IV	Rate	6 mos.	1 Year	2 Years	3 Years
Trk Driver/Equip. Opr. II					
Waste/Water Pl Trainee					
Water Plant Trainee					
Meter Reader/Opr. Helper	7.00	8.00	9.00	9.75	10.50
DPW III					
Service Man					
Equipment Operator I					
Water Pl. Opr. II/Meter Reader					
Waste/Water Pl. Opr. III	8.50	9.25	10.00	11.00	12.00
Mechanic	10.50	10.75	11.00	11.50	12.00
DPW II					
Stock and Time Clerk					
Water Plant Operator I					
Waste/Water Pl. Opr. II	10.00	10.75	11.75	12.75	13.75
DPW I					
Waste/Water Treatment Plant Operator I	+.25	+.25	+.25	+.25	+.25
Laboratory Technician	+.25	+.25	+.25	+.25	+.25

\* As of July 1, 1993, Amy Baker will be under the DPW III - Meter Reader/Water Plant Opr. II classification for wages..

\*\* As of July 1, 1993 - 2% wage increase, across the board.

As of January 1, 1995 - 3% wage increase.

As of July 1, 1995 - 2% wage increase.

As of January 1, 1996 - 2% wage increase.