

6/30/96

AGREEMENT  
BETWEEN  
THE CITY OF CLARE  
AND  
THE CLARE CITY EMPLOYEES ASSOCIATION  
July 1, 1993 - June 30, 1996

*Clare, City of*

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This agreement made by and between the CLARE CITY EMPLOYEES ASSOCIATION and the CITY OF CLARE shall be effective as of July 1, 1993 to June 30, 1996.

## ARTICLE I

### RECOGNITION OF THE ASSOCIATION

The employees covered under this Agreement shall be represented by Stewards (Association President and the Secretary) in matters pertaining to this agreement.

The Association will keep the City informed in writing of the names of the Stewards and any changes therein.

A Steward will constitute the Association Grievance Committee which will meet with the City representatives at a time and a place mutually agreed upon to discuss pending grievances as provided in the grievance procedure of this Agreement.

Time lost by Stewards in attending meetings provided for above shall be paid to a maximum of two (2) hours per meeting, such meetings to be scheduled to commence at 1:30 p.m. unless changed by mutual agreement, except that a special meeting specifically called by the City and held during working hours shall be paid for the time actually spent in the meeting.

Stewards shall be permitted to leave their work to enter other areas of City Departments on matters pertaining to both oral and written grievances and this may also include the writing of a grievance on City time. When a Steward desires to leave his/her work area, he/she must notify his/her supervisor of his/her desire to leave and the area he/she intends to visit and notify the department supervisor of the area he/she requests to enter.

## ARTICLE II

### MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the employees and departments represented by the Employees Association, the determination of all matters of management policy, the services to be furnished, the nature and number of facilities and departments to be operated and their location, the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer, or layoff employees or to reduce or increase the size of the working force, to establish rules and regulations or to make judgements as to the ability and skill, is within the sole prerogative of the Employer who shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used and, except where otherwise provided in this agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Association, but it shall also have the right to study and use improved methods of equipment. In studying the use of improved methods or means of providing service, the Employer recognizes that job security is an important contributor to job satisfaction and a positive work attitude is a goal of the Employer. The Employer will, therefore, carefully consider the negative impacts on job satisfaction, when exercising its rights to implement improved means of service, if such means are detrimental to the job security of Association employees. It is understood that, except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Clare City Departments.

### ARTICLE III

#### MEMBERSHIP

- A. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Association as they see fit providing, however, they will be bound by the provisions of Section C below. Neither the Employer nor the Association shall exert any pressure upon or discriminate against any employee with regard to such matters. The Association further agrees not to solicit Association membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.
- B. During the period of time covered by this Agreement, the Employers agrees to deduct from the wages of any employee who is a member of the Association, all Association membership dues and initiation fees uniformly required; provided, however, that the Association presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Association.

Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Association. Each employee Association member hereby authorized the Association and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Association, regarding the amount to be deducted and the legality of the adoption action specifying such amounts of the Association dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Association.

- C. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Association, the employer's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association, which shall be limited to an amount of money equal to the Association's regular and usual dues. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start ninety (90) days following the date of employment.

The employer, upon receiving a signed statement from the

Association indicating that an Employee has failed to pay the Association dues or representation fees, shall immediately dismiss said employee. Provided, however, that said employee had been previously informed at least thirty (30) days prior of the requirement to render such fees or dues.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

- D. The Association agrees to defend, indemnify, and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from any employee's pay of Association dues or representation fees, or in reliance on any list, notice, certification or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.
- E. New employees hired in the unit shall be considered as probationary employees for the first one hundred and eighty (180) days of employment. Employees who have not completed their probationary period may be disciplined, laid-off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance procedure. The Association shall represent probationary employees for the purpose of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period, he/she shall be entered on the seniority list from his/her date of hire. There shall be no seniority among probationary employees.
- F. SENIORITY. Seniority will start on the first day following a one hundred and eighty (180) day probationary period. If layoff is anticipated by management, layoffs shall be in reverse seniority. Recall of laid off employees shall be by seniority. Seniority shall be lost if layoff exceeds an eight (8) month period. Layoffs shall be by departmental division. (Departmental divisions shall be defined as Water/Wastewater, Public Works, and City Hall.) Layoffs within a division shall be by job classification. An employee with higher seniority may bump an employee in the same division with lower seniority having a different job classification provided that the senior employee has the qualifications and experience to perform the job, as determined by management.

## ARTICLE IV

### LEAVE OF ABSENCE

- A. A personal leave of absence without pay may be granted to employees at the convenience and discretion of the City for a limited period not exceeding thirty, (30) days with extension privileges at the option of the City. Employees will be required to request a leave of absence, in writing, as far in advance as possible; and present the request to his/her supervisor for approval from the City Manager before the leave can be granted.
- B. Except as stated in Section C, an approved leave of absence in excess of thirty (30) days assures you that every effort will be made to place you in a comparable position when you return to work. All vacation time, personal time, and compensatory time must be used prior to granting a long-term personal leave of absence. In the event the long-term personal leave of absence is for medical reasons, all sick time must be used prior to the leave being granted.
- C. The City of Clare will comply with all conditions of the Family and Medical Leave Act of 1993. The City of Clare shall provide employees up to twelve weeks of unpaid, job protected leave. In addition, the City shall maintain the employee's medical coverage during this leave period.

Employee shall be granted unpaid leave for any of the following reasons:

1. To care for the employee's child after birth, or placement for adoption or foster care. The employee must provide 30 days advanced when the leave is foreseeable.
  2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition. Employee must provide verification of serious health condition. The employee must provide 30 days advanced when the leave is foreseeable.
  3. For a serious health condition that makes the employee unable to perform the employee's job.
- D. Except as stated in Section C, the Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period, the employee, if he/she choose, shall make arrangements with the Employer, for continuation and payment of said benefits if permitted by the insurance carrier. No other benefits, except as provided above, shall accrue or continue during an unpaid leave of absence.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.
- B. Grievances shall be processed according to the following procedure:

Step 1 - Verbal Procedure. An employee or group of employees having a grievance shall present it orally to the supervisor within three (3) working days after the incident which gave rise to the grievance or within five (5) working days of the date the employee should have reasonably become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered under this Agreement. If the employee wishes to have the Steward present, he/she will notify the supervisor, who will make the arrangements. The supervisor will give his/her verbal answer no later than the end of his/her shift on the next regular work day.

Step 2 - Written Grievance. If the supervisor's oral answer does not settle the matter, the grievance shall be reduced to writing and submitted to the City Manager within five (5) working days after the oral answer was given. The grievance shall be submitted on forms provided by the Association, signed and dated by the aggrieved employee(s).

Upon receipt of the grievance, the City Manager shall sign and date a copy which shall be returned to the Steward and grievant. A meeting shall be held within ten (10) working days after receipt of the grievance between the supervisor, the City Manager, and grievant(s), and the Stewards.

The City's answer will be given in writing within fourteen (14) working days after the meeting.

A grievance may be initiated at Step 2 of the procedure by the Steward if it involves matters beyond the jurisdiction of the supervisor.

Step 3 - Voluntary Mediation - If settlement is not reached at Step 2, the Association may request in writing, within twenty (20) days after receipt of the City Manager's answer, of its intention to submit the grievance matter for mediation. The City must notify the Association within five working days of receipt of the request, whether they agree to have the grievance



mediated. If both parties agree to mediate, both parties will meet within ten (10) days to select a mediator. The mediator will work with both parties to resolve the grievance. The role of the mediator will be to review the grievance and offer suggestions and options to resolve the matter. The mediator cannot make any binding recommendations or decisions.

Step 4 - Arbitration. If settlement is not reached at Step 2, the Association shall notify the City in writing within twenty (20) days after receipt of the City Manager's answer, of its intentions to submit the grievance matter to arbitration. The City and the Association shall meet within ten (10) working days after notice of intent to arbitrate is given to choose an arbitrator. The parties shall request a panel of five (5) names from the Michigan Employment Relations Commission. The arbitrator shall then be selected from said panel of names by each party deleting in turn, one (1) name, until only one (1) name remains. The arbitrator may determine the effective date for his/her disposition of the grievance, shall have full authority in any way the facts justify, to alter or change, discipline or discharge penalties imposed by management, but no award shall be retroactive to a date more than thirty (30) days prior to filing of a grievance.

- C. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement and shall not add to, detract from, or alter on any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees of the arbitrator will be equally divided between the City and the Association.
- D. Throughout the entire grievance procedure, including arbitration, the employee involved in the grievance may be called and shall have the right to be present at the discussions. Any employee may, if he/she desires, ask for a Steward to accompany him when called to the City office on matters relating to a grievance or discipline involving an employee.
- E. In case an answer is not given by the City within the time limits set in the above procedure, the grievance shall be automatically appealed to the next succeeding step, unless an extension is approved by the Association and in case the grievance or appeal is not filed by the Association within the time limits set forth, the grievance in question shall be considered closed.
- F. In all steps of the procedure, the grievant and his/her Steward shall have the right to discuss the grievance in private.

- G. When remedies are available for any complaint and/or grievance of any employee through an administrative or statutory scheme or procedure, or a veteran's preference hearing, or Department of Labor hearing in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement unless the administrative agency refuses to hear the complaint. If an employee elects to use the grievance procedure provided for in this Agreement and subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

The discussion and meetings in all steps of the grievance procedure shall be on City time, but must be limited only to necessary discussion of the grievance. Approvals for such meetings shall be by the applicable management representative at the proper step of the grievance. There shall be no individual bargaining by an employee or group of employees.

ARTICLE VI

HOURS AND SHIFTS

- A. The City will endeavor to provide all full-time employees with a minimum of forty (40) hours to work per week consisting of five (5) eight (8) hour days per week which shall be scheduled to include two (2) shift weeks in a pay period.
- B. Defining shifts shall be done under the following schedule:

First Shift - Starting between 6:00 A.M. and 9:00 A.M.  
Second Shift - Starting between 2:00 P.M. and 5:00 P.M.  
Third Shift - Starting between 10:00 P.M. and 1:00 A.M.

The Third Shift shall start on Monday. The City has discretion to alter the regular starting time of any shift, provided at least seven (7) days advanced written notification is given to the affected employees and Association President.

- C. Employees working regular assigned Second Shift shall be paid a shift premium of \$.30 per hour worked; regular assigned Third Shift shall be paid a shift premium of \$.40 per hour worked.
- D. The City may make temporary changes to an employee's work shift as follows:
  - 1. The temporary shift change is needed to perform a job which can best be accomplished during hours which are not consistent with the employee's normal work shift.
  - 2. The Department Head shall notify the employee in writing at least five (5) working days in advance of the temporary change in the employee's work schedule.
  - 3. The deviation in normal shift period does not exceed two (2) weeks.
  - 4. Employees shall receive eight (8) hours of shift differential pay, in addition to their regular rate of pay, for each day of scheduled deviation from the normal work shift as follows:

<u>Hours of Deviation from Normal Work Shift or Work Day</u>	<u>Shift Differential</u>
Two (2) hours or less	3% of regular rate of pay
More than two (2) hours	5% of regular rate of pay

- E. An employee will be paid a minimum of two (2) hours at 1-1/2 times the employee's normal hourly rate each time the employee responds to a "call-in" to perform emergency or unscheduled work activities. Responses requiring in excess to two (2) hours to accomplish will be paid at 1-1/2 the employee's normal hourly rate for each additional hour or fraction thereof.
- F. Association employees in the Department of Public Works and the Water/Wastewater Department may be on-call for weekends. The Department Heads for the Department of Public Works and the Water/Wastewater Department may request that an Association employee be on-call for a given weekend. The employee may accept or reject the request from the Department Head. Once the employee accepted the request, they would be required to respond to an emergency within 30 minutes. The City would provide the employee with a beeper or notification mechanism to respond to emergency calls. The employee would be compensated at \$1 per hour for the period of time they are on-call. This would begin at closing time on the last working day before the weekend and would end at the starting time on the first working day following the weekend. The employee would still be compensated as indicated in Section E for responding to an emergency.
- G. Employees shall be paid either once a week or once every two (2) weeks, at the Employer's discretion, provided that employees are notified at least thirty (30) days in advance of a change in the payment schedule.
- H. All employees shall receive a lunch period not to exceed thirty (30) minutes (one (1) hour for City Hall clerical personnel) to be taken at the midpoint of the workshift or as close to the midpoint as work allows. Employees shall also receive two (2) break periods, not to exceed fifteen (15) minutes each, with the first to be taken in the first three (3) hours of the shift and the second to be taken in the last three (3) hours of the shift.
- I. It is agreed that when and if the office clerical position at the Wastewater Treatment Plant becomes a full-time position, it shall be entered into the Association bargaining unit.

## ARTICLE VII

### HOLIDAYS

- A. All employees shall receive nine (9) paid holidays. These holidays are: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day and the day before Christmas.
- B. If a holiday falls on Saturday or Sunday, employees shall be entitled to a working day off. If the holiday should fall on Saturday, the employees shall have Friday off. If the holiday should fall on Sunday, the employees shall have Monday off.
- C. The employees must have worked the last scheduled full work day prior to and the next full day after such holiday.
- D. When one of the nine (9) paid holidays falls within an eligible employee's approved period of vacation and he/she is absent from work during his/her regular work week, he/she should be paid for such holiday.
- E. The employee must be on the active payroll as of the date of the holiday. For the purpose of this section, a person is not on the active payroll during unpaid leaves of absence, layoffs, or on a disciplinary suspension.
- F. Employees who have accepted such holiday work assigned and then fail to report for and perform such work without reasonable cause shall not receive pay for the holiday.

ARTICLE VIII

VACATION LEAVE

- A. All full-time regular employees shall earn vacation hours as follows:

0 to 1 Year	5 Days (At the end of 1 Year )
1 Year to 2 Years	3.5 Hours Per Month
2 Years to 5 Years	7.0 Hours Per Month
5 Years to 10 Years	10.5 Hours Per Month
10 Years and Over	14.0 Hours Per Month

Effective January 1, 1994, vacation time will be accrued each payroll period based on the schedule below. The vacation time will be credited at the beginning of the pay period. All employees will be credited with vacation time as of January 1, 1994 based on a percentage of time earned from their previous anniversary date.

0 to 2 Years	1.62 Hours Per Pay Period
2 Years to 5 Years	3.23 Hours Per Pay Period
5 Years to 10 Years	4.85 Hours Per Pay Period
10 Years and Over	6.46 Hours Per Pay Period

Note: Pay period is defined as occurring every two weeks.

- B. In Lieu of Vacation Pay may be received by employees on the first regular payroll in March, June, September, and December. The City would provide 30 days advanced notice to the employees of their option to convert vacation time for compensation based on the following eligibility requirements:

An employee receiving 4.85 hours of vacation time per pay period may receive an extra weeks pay for not more than 40 hours of vacation time in a fiscal year; and an employee receiving 6.46 hours vacation time per pay period may receive an extra weeks pay for not more than 80 hours of vacation time in a fiscal year.

The City Manager may authorize a special In Lieu of Vacation Pay at other times provided the employee is able to provide a substantiated emergency situation.

ARTICLE IX

SICK, PERSONAL, FUNERAL AND JURY LEAVE

- A. Employees shall earn eight (8) hours sick leave per month for each full month of employment. A Maximum of four hundred eighty (480) hours sick leave accrual is possible. Sick leave shall be paid at the rate earned at the time the leave is taken.

Effective January 1, 1994, employees shall earn 2.77 hours sick leave per pay period. The sick leave will be credited at the beginning of the pay period.

- B. Effective July 1, 1993, Employees that have accrued at least 400 hours of sick leave as of July 1 of a given fiscal year will be eligible to receive Payment in Lieu of Sick Leave. Employees will be able to receive compensation for attendance based on the number of hours of sick time utilized. Employees will still be able to accrue up to 480 hours. This does not include the use of personal time.

Sick Hours	0-08	\$320
Used:	9-24	\$240
	25-40	\$160
	41-56	\$ 80
	56+	No Compensation

- C. Accrued sick leave shall be paid by the Employer at the rate earned upon the employee's retiring. For the purpose of this Section, an employee shall be considered to be retiring if he/she immediately receives pension benefits and/or Social Security for total disability; has attained age fifty (50) and is eligible for deferred retirement benefits; or terminates his/her employment after reaching age sixty-two (62). In the event of the employee's death, the same rate will be paid by the Employer to the deceased employee's dependents. Upon separation or discharge of an employee, all accrued sick leave shall be lost and no payment made.
- D. Sick leave shall be used for personal illness, medical reasons or disability due to an off-the-job injury of the employee only. After three (3) consecutive days absence due to such an illness or injury, upon the Employer's request, an employee on sick leave shall provide to the Employer a statement from a physician verifying the employee's illness and his/her ability to return to normal work activity and note any exceptions to the same.

- E. An employee injured in the course of duty and receiving Worker's Compensation benefits shall receive a supplement from the Employer in the amount which added to the compensation benefit, shall be equal to his/her regular rate of pay for forty (40) hours per week. Such supplement shall be paid for the first week of Worker's Compensation leave. Thereafter, accumulated sick leave may be used to supplement Worker's Compensation benefits up to full pay until accumulated sick leave is exhausted.
- F. In case of illness, every employee shall cause the facts to be known to his/ her Department Head, no later than the start of his/her shift, if they cannot report to work because of illness. An employee who fails to report in this manner shall not be entitled to sick leave benefits for that day. Mitigating circumstances will be considered.
- G. An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged at his/her hourly rate rounded to the nearest quarter hour.
- H. Effective July 1st of each year, employees will be credited with 24 hours of Personal Leave. Not more than two (2) days personal leave may be taken consecutively. Exceptions may be granted by the Department Head for special situations of a serious nature. Personal days shall be used solely for the purpose of attending to or caring for personal matters which can only be accomplished during work hours. Any unused personal time at the end of the Fiscal Year, June 30, will be transferred to sick leave.
- I. Funeral Leave. Each employee will receive three (3) days paid leave in case of a death in their immediate family. Such leave will not be considered as personal days nor deducted from the employee's accumulated sick leave. Immediate family for the purpose of this section shall consist of spouse/ significant other, children, grandchildren and the employee's or their spouses parents, grandparents, brothers and sisters. One (1) day paid leave will be provided for aunts, uncles, nieces, nephews of the employee or spouse of the employee.
- J. Jury Duty and Subpoenaed Witness.
  - 1. An employee eligible for regular benefits, who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the City an amount equal to the difference between the amount the employee received for jury duty and the amount



of wages the employee would other-wise have earned by working during straight time hours for the City on that day. The payment will be for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the City.

2. The City's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.
3. In order to receive payment, an employee must give prior notice to his/ her supervisor that he/she has been summoned and must furnish satisfactory evidence that he/she reported for duty on the days for which he/she claims such payment. Full employee benefits shall be continued during such duty. Moreover, if a holiday occurs while an employee is on jury duty, he/she will be given holiday pay.
4. A subpoenaed witness shall received the same benefits as an employee summoned for jury duty provided he/she is subpoenaed as a witness in a case that directly involves the City of Clare by a federal, state or local court of law.

ARTICLE X

HEALTH AND LIFE INSURANCE

- A. Effective December 1, 1993, the City will provide Blue Cross Comprehensive Hospital-Medical/Surgical with Master Medical (MM) Plan L, with ML Rider. \$5.00 Prescription Copay. Blue Cross Vision Care Plan, Blue Cross/Blue Shield Dental Care Plan - Plan A.

Effective July 1, 1994, the City will provide the benefits stated in the previous paragraph up to the following monthly premiums. When premiums for these coverages are in excess of the amounts listed below, the employee will be responsible for the difference through a payroll deduction. Management and the Association will examine alternative coverages and insurance carriers to provide employees with options in lieu of payroll deductions.

	7/1/94 thru 6/30/95	7/1/95 thru 6/30/96
Single Coverage	\$223.16	\$234.31
Two-Person Coverage	\$463.03	\$486.18
Family Coverage	\$510.72	\$536.26

- B. The City shall carry for each employee a Twenty-Five Thousand (\$25,000) Dollar Life Insurance Policy with double indemnity for accidental.
- C. Eye Glass Replacement - If eyeglasses are damaged/destroyed while "on the job" and the employee used reasonable precaution, the city will be responsible for the cost of replacing the glasses, not to exceed the original cost of the damaged/destroyed glasses. Management will be responsible for assessing reasonable precaution.

ARTICLE XI

RETIREMENT

- A. The City shall participate in the Municipal Employees Retirement System (MERS). The City shall provide the following MERS benefits:

Program B-2, Option FAC-3, Option F-50

- B. The City of Clare agrees to allow an employee representative, as elected by the employees, to attend the annual MERS meeting. This employee will not be charged sick, vacation, or personal, or comp time to attend this meeting. The City will not be responsible for registration, travel, lodging, meals, and any other incidental charges related to the attendance of the annual conference.

## ARTICLE XII

### UNIFORMS

The City of Clare agrees to furnish work uniforms for three (3) uniform changes per week, at no cost to the employee. Employees will be provided with five (5) changes in shirts per week during the months of July and August. Uniforms shall be the same color and style and be worn only during scheduled working hours. It is further agreed that uniforms shall be worn during regular scheduled working hours, whenever practical. The City will provide five uniform changes per week for the mechanic. The City will continue to find the best quality and price regarding uniform service. It is further agreed that the City of Clare's furnishing of uniforms shall not apply to office clerical positions.

## ARTICLE XIII

### DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined or discharged without reasonable cause.
  - 1. Employees who are discharged, given disciplinary suspensions or reprimanded will be given a copy of a notice stating the reason there-fore, and the extent of the penalty.
  - 2. In cases of discharge or disciplinary suspensions copies of the notice will be given to the Association President immediately, and if the employee wishes, an exit conference will be held before he/she leaves, which will be attended by the Association President and the Administra-tive person giving the action notice.
- B. If the employee believes he/she was penalized without reasonable cause, he/ she may file a grievance of a discharge or disciplinary suspension. The employee must file the grievance no later than three (3) working days after the notice of such penalty is given to the Association President. Such grievance shall be processed beginning at Step 2 of the grievance procedure.
- C. Rules deemed necessary or proper to good employee relations or for efficient operations will be posted when made effective by the City, and a copy of each new rule will be given to each employee affected by said rule and to the Association President.

## ARTICLE XIV

### MEETINGS AND NOTICES

- A. The Association shall have regularly allocated space on the bulletin board for its use. Notices must be signed by at least one (1) officer of the Association.
- B. The City shall furnish the Association Secretary with a copy of all job openings and all other posted notices pertaining to this Agreement.
- C. The Association shall hold its membership meetings in accordance with the Association By-Laws.

ARTICLE XV

COMPENSATION

A. Management agrees to pay Longevity on the first regular pay in December based on the schedule listed below. The years of experience will be based as December 1 each year.

5 to 9 years	=	\$200
10 to 14 years	=	\$400
15 years or more	=	\$600

B. Any time an Association Officer must meet with City Officials after working hours in contract negotiations the Association Officer(s) shall receive hour for hour compensation time.

C. EMPLOYEES ASSOCIATION SALARY SCHEDULE

<u>Light Equipment</u>	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
Start - 6 months	\$ 7.35	\$ 7.57	\$ 7.80
6 months - 1 year	8.10	8.34	8.59
1 - 2 years	8.82	9.08	9.35
2 - 3 years	9.22	9.50	9.79
3 - 4 years	9.55	9.84	10.14
4 years and over	9.91	10.21	10.52

An employee which is under the Light Equipment Operator Classification, while performing the duties and responsibilities of Sexton, shall receive pay for each hour worked at the Cemetery at a rate which is the average of the Light Equipment and Heavy Equipment Operator's rates, given the employee's years of service.

<u>Heavy Equipment</u>	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
Start - 6 months	\$ 8.17	\$ 8.42	\$ 8.67
6 months - 1 year	9.00	9.27	9.55
1 - 2 years	9.82	10.11	10.41
2 - 3 years	10.21	10.52	10.84
3 - 4 years	10.62	10.94	11.27
4 years and over	11.04	11.37	11.71

Upon obtaining any available licenses for Water Distribution (S-3, etc.), the Department of Public Works Equipment Operators shall receive an additional \$.12 per hour/per license.

<u>Mechanic</u>	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
Start - 6 months	\$ 8.17	\$ 8.42	\$ 8.67
6 months - 1 year	9.00	9.27	9.55
1 - 2 years	9.82	10.11	10.41
2 - 3 years	10.21	10.52	10.84
3 - 4 years	10.62	10.94	11.27
4 years and over	11.04	11.37	11.71

The mechanic shall receive \$0.08 per hour for each of the following Automobile and Light Truck Repair Category Certifications: Engine Repair, Engine Tune-up/Performance, and Brakes & Braking Systems. The mechanic shall receive \$0.08 per hour for each of the following Heavy-Duty Truck Repair Category Certifications: Engine Repair - Gasoline, Engine Repair - Diesel, and Brakes & Braking Systems. Upon becoming a certified Master Automobile Mechanic, the mechanic shall receive a 3% increase in his base wage, and upon becoming a certified Master Heavy-Duty Mechanic, the mechanic shall receive an additional 3% increase in his wage wage.

<u>Clerical</u>	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
Start - 6 months	\$ 6.46	\$ 6.65	\$ 6.85
6 months - 1 year	7.12	7.33	7.55
1 - 2 years	7.76	7.99	8.23
2 - 3 years	8.11	8.35	8.60
3 - 4 years	8.38	8.63	8.89
4 years and over	8.73	8.99	9.26

<u>Water/Wastewater Lab Technicians</u>	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
Start - 6 months	\$ 7.35	\$ 7.57	\$ 7.80
6 months - 1 year	8.10	8.34	8.59
1 - 2 years	8.82	9.08	9.35
2 - 3 years	9.22	9.50	9.79
3-4 years	9.55	9.84	10.14
4 years and over	9.91	10.21	10.52

Water/Wastewater Technicians shall receive \$.12 per hour, per license for Wastewater D & C licenses and \$.12 per hour per license for Water D-4 and D-3 licenses.

Upon obtaining a Class C Wastewater and Class D-3 Water License, technicians shall receive a 6% increase in their base wage.

- D. Overtime hours shall be paid at 1-1/2 times the employee's regular hourly base rate of pay.



E. If any provisions of this Agreement are, or shall be, in conflict with the requirements of Federal or State Legislation, Orders, Decrees, Rules or Regulations, the same shall be deemed amended so as to conform thereto.

Any reference to the masculine gender in this Agreement is used to represent either sex.

No provisions of the Agreement shall be altered, amended, or voided without written mutual agreement of the City and the Association.

APPROVED FOR ASSOCIATION:

James C. Grove  
President

Barbara Davis  
Secretary/Treasurer

SIGNED THIS 9 DAY OF 9, 1993

APPROVED FOR THE CITY:

Oliver C. Donnell  
Mayor

Patty A. Linn  
City Clerk

SIGNED THIS 9th DAY OF Sept, 1993