

6/30/91

A G R E E M E N T

BETWEEN

CITY OF DAVISON

AND

COUNCIL 25 AFSCME, AFL-CIO

LOCAL 1918 CHAPTER J

D.P.W. EMPLOYEES

JULY 1, 1989

to

JUNE 30, 1991

Warren, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

<u>ARTICLE</u>	<u>INDEX</u>	<u>PAGE</u>
1	RECOGNITION-----	03
2	AID TO OTHER UNIONS-----	03
3	UNION SECURITY-----	04
4	MANAGEMENT RIGHTS-----	05
5	UNION DUES AND INITIATION FEES-----	06
6	STEWARDS AND ALTERNATE STEWARDS-----	07
7	SPECIAL CONFERENCES-----	08
8	GRIEVANCE DEFINITION-----	08
9	GRIEVANCE PROCEDURE-----	09
10	RESTITUTION/REINSTATEMENT-----	11
11	DISCIPLINE AND DISCHARGE-----	12
12	SENIORITY-----	13
13	LOSS OF SENIORITY-----	14
14	SHIFT PREFERENCE-----	15
15	LAY OFF AND RECALL-----	15
16	TRANSFERS-----	17
17	JOB VACANCIES-----	18
18	VETERANS-----	20
19	VETERANS LAW-----	21
20	EDUCATIONAL LEAVE-----	21
21	PERSONAL LEAVE-----	22
22	LEAVES OF ABSENCE-----	23
23	BEREAVEMENT LEAVE-----	25
24	COST OF LIVING ADJUSTMENT-----	26
25	WORKING HOURS, SHIFT PREMIUM AND HOURS-----	26
26	TIME AND ONE HALF-----	30
27	HOLIDAY PROVISIONS-----	31
28	VACATION ELIGIBILITY-----	32
29	VACATION PERIOD-----	33
30	PAY ADVANCE-----	34

<u>ARTICLE</u>	<u>INDEX</u>	<u>PAGE</u>
31	UNION BULLETIN BOARDS-----	35
32	RATE FOR NEW JOBS-----	35
33	TEMPORARY ASSIGNMENTS-----	35
34	JURY DUTY-----	36
35	SAFETY COMMITTEE-----	36
36	HOSPITALIZATION MEDICAL COVERAGE-----	37
37	WORKERS COMPENSATION-----	37
38	LIFE INSURANCE COVERAGE-----	37
39	RETIREMENT PLAN-----	38
40	NO STRIKE NO LOCK OUT-----	39
41	SAVINGS CLAUSE-----	40
42	APPENDIX LISTING-----	41
43	TERMINATION AND MODIFICATION-----	42
44	EFFECTIVE DATE-----	43

AGREEMENT

This Agreement is made this _____ day of _____, 1989, but effective on and after July 1st, between the City of Davison, Genesee County, Michigan, hereinafter referred to as the "Employer" and Local Union No. 1918, Chapter J, affiliated with Council #25 and chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

The parties recognize that the interest of the City and the job security of the employees depends upon the Employer's success in establishing a proper service to the City.

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

ARTICLE 1. - RECOGNITION - Employees Covered

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement of all employees of the Employer included in the bargaining units described in Case No. R-68 B-48, which includes all Department of Public Works employees, but excluding department heads, all employees working less than twenty (20) hours per week, and supervisors as defined in the Act.

ARTICLE 2. - AID TO OTHER UNIONS

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

ARTICLE 3. - UNION SECURITY

Employees who are members of the Union shall, as a matter of course, on and after thirty-one (31) days employment, or execution of this agreement whichever is later, as a condition of continued employment, pay to the Union each month the dues which have been certified to the Employer by the Union.

On and after the 31st day following the beginning of employment or execution of this Agreement whichever is later, any present or future employee who is not a member of the Union and who has not made application for membership, shall as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union.

The Union agrees to indemnify and hold the Employer harmless for enforcing the provisions of this section.

The Union will notify the Employer of any employee becoming sixty (60) days in arrears of payment of Union dues or fees or an equivalent fee.

If any provision of this Agreement is invalid under Federal laws or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 4. - MANAGEMENT RIGHTS

The management of the operation and direction of the working forces including the right to plan and direct operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons, and the right to study any new or improved methods or facilities are vested in the Employer, provided however, that such rights shall be exercised with due regard for the rights of the employee and subject to the provisions of this Agreement. Nothing in this contract shall prevent the City from sub-contracting work not normally done by the bargaining unit. Further, other sub-contracting may be done provided no employees in the bargaining unit are laid off and that such sub-contracting is not deliberately done to avoid paying overtime benefits as provided in this contract.

ARTICLE 5. - UNION DUES AND INITIATION FEES

SECTION 1. Payment by Check-Off.

Employees shall tender the initiation fee and monthly membership dues or fees by signing the Authorization for Check-Off Dues and/or fees.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization or Check-Off dues and/or fees hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues and/or fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has the following "Authorization for Check-Off of Dues" and/or fees form:

SECTION 2. When deductions begin.

Check-off deductions under all properly executed Authorization for Check-Off Dues and/or fees Forms shall become effective at the time the application is signed by the employee and shall be deducted from the first (1st) pay of the month and each month thereafter.

SECTION 3. Remittance of Dues and/or Fees to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the union with a list for whom dues and/or fees have been deducted as soon as possible after the 1st day of each month.

SECTION 4. Termination of Check-Off.

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

SECTION 5. Disputes concerning Membership in Union.

Any dispute arising as to an employee's status as a bargaining unit employee shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the Final step of the grievance procedure.

ARTICLE 6. - STEWARDS AND ALTERNATE STEWARDS

SECTION 1.

Each group of employees shall be represented by a steward on each shift who shall be a regular employee working on that shift. In case of absence, an alternate steward will be appointed by the Chapter Chairperson of the Union.

SECTION 2.

The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer. Grievances will be handled as rapidly as possible. The steward shall notify his/her immediate supervisor prior to investigating and presenting grievances.

SECTION 3.

The parties agree that in any conference regarding grievances, no more than two (2) of the following individuals shall attend said conference: the steward, the Chapter Chairperson and the aggrieved.

ARTICLE 7. - SPECIAL CONFERENCES

SECTION 1.

Special conference for important and urgent matters relating to the administration of this contract will be arranged between the Chapter Chairperson and the Employer or its designated representatives upon the request of either party. Such meetings shall include at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall normally start at 10:00AM. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of Council No. 25 and/or a representative of the International Union.

SECTION 2.

The Union representative may meet at a place designated on the Employer's property not to exceed one (1) hour preceding the conference.

ARTICLE 8. - GRIEVANCE DEFINITION

A grievance is defined as a complaint concerning the application or interpretation of this contract and matters of safety.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the last answer of the City and any grievance not answered by the City within the time limits shall be deemed settled on the basis of the relief requested by the Union.

ARTICLE 9. - GRIEVANCE PROCEDURE

STEP #1.

Any employee having a grievance must first take the matter up with his/her immediate supervisor. Such must be done within five (5) working days of the events complained of, or five (5) working days within which the employee should have known of such events.

Immediate supervisor will respond to the grievance within five (5) working days.

STEP #2.

If the grievance is not resolved, the employee may inform his/her steward, who shall reduce the grievance to writing and take the matter up with the immediate supervisor. This must be done within five (5) working days after the matter was first initiated by the employee.

Immediate supervisor will respond in writing to the grievance within five (5) working days.

STEP #3.

If the matter is not resolved on the basis of the written answer, the Union may refer the grievance to its Council #25 representative who may, within fifteen (15) working days after the answer was received, appeal to the next step. During this time a designated representative of the Employer will meet with said Union representative to discuss said matter.

STEP #4. ARBITRATION

If the matter is not resolved within the fifteen (15) working day period in Step #3, the Union may during the next five (5) working day period thereafter notify the Employer in writing of intent to arbitrate and also file with the American Arbitration Association a request to

arbitrate, within twenty (20) working days.

The arbitration shall be in accordance with the rules of the American Arbitration Association, and the costs of the arbitrator and fees shall be jointly shared. Each party will be responsible for its own costs or expenses otherwise.

STEP #5. ARBITRATOR'S AUTHORITY

The arbitrator shall be limited to the specific allegations of the written grievance. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement. Any findings by the arbitrator must derive its essence and be based upon specific and express terms of the collective bargaining agreement and findings of fact or determinations to the contrary are a nullity and of no force and effect.

ARTICLE 10. - RESTITUTION/REINSTATEMENT.

Should a settlement between the parties be agreed upon at any step of the grievance procedure or should an arbitrator's opinion and award conclude the aggrieved employee was unjustly discharged, demoted, or suspended without just cause, in either event it is the terms of the parties settlement or the arbitrator's award that is determinative of the grievant's rights and will be implemented. An arbitrator's award is final and binding upon the parties.

In the event an employee is reinstated with backpay, the Employer is entitled to a set off of interim earnings including unemployment benefits, worker's compensation benefits, employment or self-employment earnings or loss of time benefits. However, such set-off shall not include supplemental income prior to the action giving rise to a claim for back-pay.

A decision or settlement may be made to reinstate the employee without back pay compensation.

ARTICLE 11. - DISCIPLINE AND DISCHARGE

SECTION 1. Notice of discharge or discipline.

The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward and the employee.

SECTION 2.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or its designated representative, will discuss the discharge or discipline with the employee and the Steward.

SECTION 3.

Should the discharged or disciplined employee or the Steward deem the discharge to be improper, a complaint shall be presented in writing, signed by the Steward and employee through the Steward to the Employer within five (5) working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step #3.

STEP 4. Use of past record.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, nor impose discipline on an employee for errors or mistakes on his/her employment application, except for knowing material misstatements of fact.

ARTICLE 12. - SENIORITY - Probationary Employees.

SECTION 1.

New employees hired in the unit shall be considered as probationary employees for the first one-hundred and twenty (120) days of their employment. When an employee finishes the probationary period, by accumulating one-hundred and twenty (120) calendar days of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

SECTION 2.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of a probationary employee will not be subject of the parties' grievance procedure contained herein with the exception of discharge and/or discipline of probationary employees for Union activities.

SECTION 3.

For purposes other than overtime, seniority shall be based in accordance with the employee's last date of hire with the City. For purposes of the working of overtime, seniority shall be by department: the three (3) departments being (a) Public Works, (b) Water Department and (c) Maintenance Department. Seniority for overtime shall be based in accordance with the employee's last date of hire within the particular department which he/she is working.

SECTION 4.

The seniority list on the date of the Agreement will show the rates, names and job titles of all employees of the bargaining unit entitled to seniority.

SECTION 5.

The Employer will keep the seniority list up-to-date at all times and will provide the local Union membership with up-to-date seniority lists every six (6) months.

SECTION 6.

All seniority shall be accumulative and transferable to other classifications within the bargaining unit.

ARTICLE 13. - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits.
- b. He/she is discharged and the discharge is not reversed.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification by certified mail to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d. He/she retires or receives a pension for the City of Davison.
- e. Lay-off of twenty-four (24) months or length of seniority, whichever is greater, or failure to return to work when recalled from lay-off as set forth in the recall procedure.
- f. Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 14. - SHIFT PREFERENCE

Shift preference will be granted on the basis of Seniority within the department.

ARTICLE 15. - LAY-OFF AND RECALL

SECTION 1.

The word "lay-off" means a reduction in the working force.

SECTION 2.

All non-regular employees including temporary, probationary, seasonal, co-op, welfare, work release and all other employees will be laid off before any seniority employees.

SECTION 3.

The steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees. Notice of layoff shall be served at least fourteen (14) calendar days prior to the layoff.

SECTION 4.

After all non-regular employees have been laid off, the least senior employee will be laid off first, and thereafter all remaining lay-offs will be by inverse seniority of the employees provided that the employees remaining after a scheduled lay-off have the ability to do the work. Recalls from lay-off shall be governed by seniority; the last person laid off will be the first recalled, thereafter the next most senior employee laid off will be recalled until all the laid off employees are returned to work provided that the employee recalled to work in order of his/her seniority has the ability to do the work for which the employee is being recalled.

SECTION 5.

Notice of recall shall be given by telephone to the employee at his/her last-known address and confirmed by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of recall, he/she shall be considered as having quit, except that if he/she is employed elsewhere at the time of recall, he/she will be allowed ten (10) working days to return.

SECTION 6

Notwithstanding the provisions and language in Section 2 and 4 above when a layoff is to occur in the bargaining unit, high seniority employees may elect to be laid off instead of lower seniority employees or those employees described in Section 2 above, provided the remaining employees are able to satisfactorily perform the available bargaining unit work. Any high seniority employee electing to accept a layoff in lieu of lesser seniority employees or employees described in Section 2 above, shall be able to return from their lay off after providing at least fourteen (14) days advance notice of the high seniority employees election to return to work and provided further that the returning employee is able to perform the available work. At the time the high seniority employee returns from his layoff, the City will layoff a lesser seniority employee or an employee described in Section 2 above, if the conditions causing the original layoff still exist.

ARTICLE 16. - TRANSFERS.

SECTION 1.

If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit, said employee will retain and accumulate his/her bargaining unit seniority for a period of sixty (60) working days after his/her transfer to the position outside the bargaining unit, thereafter, all bargaining unit seniority shall at that time be frozen.

SECTION 2.

In the event of a vacancy or a newly created position within the bargaining unit, bargaining unit employees shall be given the priority over other applicants. In such cases, all vacancies and newly created positions shall be posted on the bulletin boards in each basic working area at least seven (7) working days prior to filling such vacancy or newly created positions.

ARTICLE 17. - JOB VACANCIES

SECTION 1.

The filling of vacancies within the bargaining unit shall be made on the basis of seniority and ability, to perform the work. Job vacancies will be posted for a period of seven (7) calendar days setting forth the requirement for the position on the bulletin boards in each basic working area. Employees interested shall apply within the seven (7) calendar day posting period. At the conclusion of the seven (7) calendar day posting period the senior applying employee shall be offered the position. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Chapter Chairperson. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

SECTION 2.

The successful bidder shall have thirty (30) days to determine if he/she desires to remain in the transferred to position. The employee may elect to return to his/her former position during the thirty (30) day period. If the Employer determines the employee transferred is not performing his/her work in a satisfactory manner and returns the employee to his/her former position, notice and reasons shall be submitted to the Chapter Chairperson in writing by the Employer with a copy to the employee. The matter may then become a proper subject for Step #2 of the grievance procedure.

SECTION 3.

While the transferred or promoted employee is performing the work of that position, the employee shall be paid the prevailing rate of that position.

ARTICLE 18. - VETERANS

SECTION 1. Reinstatement of Seniority Employees.

Any employee who enters into active service for enlistment, involuntary induction, and during a period of national emergency, in the Armed Forces of the United States, shall continue to accumulate seniority and upon the termination of such service, shall be offered re-employment in his/her previous position or a substantially comparable position, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available for which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days after the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

SECTION 2.

A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completion of same, will have seniority equal to the time he/she spent in the armed forces.

SECTION 3.

Employees who are in some branch of the Armed Forces Reserve for the National Guard will be paid the difference between the reserve pay and their regular pay with the units when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of emergency which is not to exceed a period of four (4) weeks including the two (2) weeks summer camp.

ARTICLE 19. - VETERANS LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 20. - EDUCATIONAL LEAVE

SECTION 1.

Upon written application to the City Manager employees who have acquired seniority of one (1) or more years and desire to further their education, related to job performance or improvement of skills connected to performing bargaining unit position work, will be granted an unpaid leave of absence not to exceed one (1) year of leave for each two (2) years of service.

SECTION 2.

After proof of successful completion the employee shall be reinstated to his/her classification, seniority permitting. Seniority shall be frozen at the time said leave is granted and upon return to work, the employee's seniority shall begin accruing from the point it was frozen.

SECTION 3.

An employee on educational leave may elect to remain on the hospitalization insurance coverage by making a payment each month to the Employer equal to the amount the Employer pays to the carrier for said coverage.

ARTICLE 21. - PERSONAL LEAVE

Upon written application to the City Manager, employees who have acquired seniority shall be granted an unpaid leave of absence for personal reasons.

Said leave shall be limited to thirty (30) calendar days or less, but may be extended upon actual consent of the employee and City. All seniority and benefits shall continue to accumulate for the first thirty (30) days of said leave. Should the personal leave be extended, all seniority and benefits shall be frozen as of the thirtieth (30) day and will be retained upon the employee's return to work.

ARTICLE 22. - LEAVES OF ABSENCE

Unpaid leaves of absence shall be granted upon written request by the employee.

SECTION 1. Extended Medical Leave.

Any seniority employee who has exhausted his/her sickness and accident benefits who presents adequate medical proof of disability, as requested by the Employer, shall be granted sick leave for a necessary period up to two (2) years or until he/she has been absent for a period equal to his/her seniority, whichever comes first, provided that the Employer may in its discretion extend such leave for additional periods. Such leave will be without pay. Medical proof of continued disability may be required at thirty (30) day intervals during the period of disability. Seniority will accumulate, for the first ninety (90) days of said leave, except for probationary employees.

SECTION 2. Leave for Union Business.

Any seniority employee elected or appointed to public or Union office shall be granted a leave of absence without pay for the period of his/her first term of active service in such elective office. Seniority will accumulate during the period of such leave. Members of the Union appointed by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, receive a leave of absence for a period not to exceed two (2) years or the term of the appointed office, whichever may be shorter. Said leave shall be continued upon written notice to the Employer thirty (30) days prior to the end of the leave period, and with written notice of the termination of such leave to be made to the Employer thirty (30) days in advance of the date of termination.

SECTION 3. Termination of Leaves of Absence.

Such leaves may be terminated and the employee discharged if he/she works elsewhere during the leave except as provided in Section 2. All leaves may be extended for like cause and for appropriate periods upon written request, not exceeding the limits above and approved by the City Manager.

ARTICLE 23. - BEREAVEMENT LEAVE

Upon notification to the Employer, an employee shall be allowed three (3) working days, plus reasonable travel time, not to exceed one (1) day each way unless mutually agreed upon, as bereavement leave days, pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows and limited to: mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, brother and sister-in-law, or a member of the employee's household. In the event of the death of a spouse and/or child, the employee will be allowed five (5) working days off. Employees shall be granted up to one (1) day for the purpose of attending a funeral of any close relative at the discretion of the Employer.

Upon request and approval of the Employer, employees shall be allowed one (1) bereavement leave day or such time deemed as appropriate by the Employer in the event of a death of an employee of the City of Davison for the exclusive purpose of attending the funeral. The pay will not be deducted from sick leave. Time granted under this section shall be used for the purpose intended.

ARTICLE 24. - COST-OF-LIVING

SECTION 1.

The employer and the Union agree to discontinue to pay cost-of-living. The cost-of-living for each employee has been folded into the prevailing hourly rate.

ARTICLE 25. - WORKING HOURS, SHIFT PREMIUM AND HOURS

SECTION 1.

Employees who work on the second shift or third shift shall receive in addition to their regular pay five percent (5%) per hour and eight percent (8%) per hour respectively additional compensation.

SECTION 2.

The first shift or normal shift shall be (7:00a.m. to 3:00p.m.), second shift shall be (3:00p.m. to 11:00p.m.), and third shift shall be (11:00p.m. to 7:00a.m.) starting with the first (1st) Monday in May thru September.

The first shift or normal shift shall be (7:30a.m. to 3:30p.m.), second shift shall be (3:30p.m. to 11:30a.m.), and third shift shall be (11:30a.m. to 7:30a.m.) starting with the first (1st) Monday in October thru April. A shift shall be considered a regular shift if it is of a duration of at least five (5) work days. Premium Pay will not apply for hours worked when ten (10) working days advance notice are given and the shift change will be discussed with the Chapter Chairperson as far in advance as possible.

SECTION 3.

The regular full working day shall consist of eight (8) consecutive hours per day as provided in Section 2 above. This shall include a paid twenty (20) minute coffee break in the morning and a paid thirty (30) minute lunch break with reasonable transit time to and from the job site.

SECTION 4.

An employee reporting for overtime duty shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2) and in the event said overtime is a continuation of a regular shift, this provision shall not apply.

SECTION 4-A.

The parties agree that Article 26 Section 4 shall be interpreted as follows:

1. The three (3) hour minimum shall not apply if the overtime is a continuation of the employees regular shift.
2. The three (3) hour minimum shall not apply if the employee is notified prior to 9:00 p.m. the day of before the overtime work is to be performed, Monday through Friday only,
- 3) The three (3) hour minimum shall apply in all other cases.

SECTION 5.

Overtime shall be on a departmental basis within the Public Work, Water Department, Maintenance Department and Park (seasonal). Overtime for the seasonal park employee will be kept separate from the D.P.W. overtime and comp-time for said employee should not be charged on the overtime sheet. Upon returning to D.P.W. said employee will return to D.P.W. with the hours he/she has accumulated during the seasonal position. The Seasonal Park employee shift from 1:30 p.m. to 9:30 p.m.

will be paid second (2nd) shift premium. Within each of the departments, the Employer will make every effort to equalize overtime within the department over the calendar year. Before scheduling a departmental employee, a particular overtime opportunity, the Employer shall take into consideration the employee's ability to perform the particular work, if the employee lacks the ability to perform the particular overtime work required, the Employer shall not be required to offer the employee the particular overtime opportunity. For the purpose of equalizing overtime opportunity, any employee who is offered overtime work and refuses the overtime work, or the Employer attempts to contact but is unable to do so, shall be charged with the overtime as if the employee worked it. There shall be an up-to-date overtime list on the Union bulletin board.

In the event of an emergency situation, the Employer will not be required to offer overtime on a departmental basis only, but shall offer the overtime to all of the bargaining unit employees covered by this Agreement irrespective of their department, provided the employees have the ability to perform the required overtime work.

SECTION 6 - SHOW UP TIME

Employees reporting for work and who are sent home shall be guaranteed a minimum of four (4) hours pay or work unless the employee is sent home due to disciplinary reasons.

SECTION 7.

Scheduled overtime for the purpose of checking wells and lift stations on weekends and holidays shall be scheduled at the normal starting time for first shift. Said employee will be guaranteed two and one-half (2 1/2) hours at the prevailing rate of pay for said scheduled

overtime even if the employee completes the work in less time.

SECTION 8.

It is agreed by the parties that non-regular employees shall only work overtime after all regular full-time employees have had the opportunity to work the overtime.

SECTION 9.

The parties agree to continue the practice of working a minimum of one (1) regular full-time employee on Saturday and Sunday at the Park during softball tournaments. Said regular employee will receive no less than one-half (1/2) of the scheduled overtime.

ARTICLE 26. - TIME AND ONE-HALF

Time and one-half will be paid as follows:

SECTION 1.

Employees will have a regularly scheduled shift. Any hours worked other than the regular shift will be paid at the rate of time and one-half.

SECTION 2.

Double time shall be paid for all hours worked on holidays, in addition to the regular holiday pay. Double time will be paid for all hours worked on Sundays.

SECTION 3.

A regular shift shall not exceed eight (8) hours per day.

SECTION 4.

A regular scheduled week shall not exceed forty (40) hours.

SECTION 5.

In cases where mutually agreed, compensatory time may be taken at the premium rate in lieu of premium pay.

ARTICLE 27. - HOLIDAY PROVISIONS

SECTION 1.

Paid holidays are designated as:

FULL DAYS

Day before New Years

New Year's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Birthday

Employees will be paid their current rate based on an eight (8) hour day for said holidays.

SECTION 2.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. Should Christmas or New Years day fall on a Saturday, Thursday and Friday will be the holidays, should they fall on Sunday, Monday and Tuesday will be the holidays.

SECTION 3.

If an employee is on scheduled leave he would be paid for the above paid holidays.

If an employee is on unscheduled leave the day before or the day after a holiday, a doctors excuse would be required.

SECTION 4.

An employee scheduled to work on a holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that holiday.

ARTICLE 28. - VACATION ELIGIBILITY

SECTION 1.

Employee's vacation time will be earned as follows:

1 year	10 days
5 years	15 days
10 years	20 days
15 years	22 days
20 years	25 days

An employee earns his/her vacation entitlement on January 1st of each year. If an employee is hired at anytime during the calendar year his/her vacation time is pro-rated according to the number of months remaining in the calendar year.

SECTION 2.

Two weeks vacation time may be accumulated and carried into the next calendar year. If an employee terminates, is laid off, retires or dies, his/her estate will receive any unused vacation credit including that accrued in the current calendar year.

ARTICLE 29. - VACATION PERIOD

SECTION 1.

Employees shall be entitled to take their vacation throughout the calendar year subject to the reasonable scheduling requirements of the Employer. Employees may be entitled to receive their entire vacation entitlement or consecutive weeks provided the employee's seniority and the Employer's scheduling requirements permit, Vacation requests based on seniority will be on a quarterly basis. Requests for the upcoming quarter must be submitted by the (10th) of the preceding month. A vacation schedule will be posted by the employer by the (15th) of the preceding month.

1st Quarter	requests turned in by 10th of December
2nd Quarter	requests turned in by 10th of March
3rd Quarter	requests turned in by 10th of June
4th Quarter	requests turned in by 10th of September

Any request made after the 10th will be granted on a first come first serve basis.

In the event acts of an emergency in nature arise prior to the employee's vacation, the Employer may reschedule the employee's vacation after first discussing the matter with the affected employee and the Union.

SECTION 2.

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

SECTION 3.

Employees shall not receive vacation pay in lieu of vacation time except if the Employer requires the employee to work his/her scheduled vacation and the employee is unable to reschedule his/her vacation and except as provided in Section 4. below.

SECTION 4.

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

ARTICLE 30. - PAY ADVANCE

SECTION 1.

If a regular pay day falls during an employee's vacation, he/she will receive that check in advance on a separate check on the next payday, provided said employee requests the advance separate check and makes that request to the Employer no later than the Friday before the beginning of the pay period for which the check is requested.

SECTION 2. Rate During Vacation

Employees will be paid their current rate based on their regular scheduled rate while on vacation.

ARTICLE 31. - UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each working center building which may be used by the Union for posting notices.

ARTICLE 32. - RATE FOR NEW JOBS

When a new job is created and cannot be properly placed in an existing department, the Employer will notify the Union prior to establishing a position and rate structure. The Employer will meet and negotiate said rate structure with the Union upon request.

ARTICLE 33. - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are absent, except new hires who are to be paid in accordance with Appendix D, Wage Scale Rates, will be granted to the senior employee who meets the requirements for such job. Such employee will receive the rate of pay for the higher position while filling said vacancy.

ARTICLE 34. - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay provided proof of service and pay is submitted.

Employees required by their Employer to appear before a court or such agency on any matters related to their work with the Employer, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent in such. Employees will be paid for the full day after turning over the witness fees to the Employer.

ARTICLE 35. - SAFETY COMMITTEE

A safety committee of employees and the Employer representatives is mutually established. This committee will include the steward and may meet at least once per month during regular working hours, for the purpose of making recommendations to the Employer. Example: Meter reading during inclement weather, proper use of equipment and other safety-related matters.

ARTICLE 36. - HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to provide hospital insurance and surgical fee benefits for qualified full-time employees and for their dependents as provided in Appendix M.

ARTICLE 37. - WORKER'S COMPENSATION - On the Job Injury

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income based on forty (40) hours and not to exceed forty (40) weeks.

In the event an employee who is injured at work, who is covered by this agreement and is temporarily physically handicapped to the extent the employee is unable and cannot perform his/her regular bargaining unit work, the Employer or its designee agrees to meet with the Union upon a written request made by the Union to discuss and make every effort to place the employee in a bargaining unit type of position which the employee will be paid. This section does not obligate the Employer to create a special position nor does it guarantee the injured employee a position nor any particular rate of pay.

ARTICLE 38. - LIFE INSURANCE COVERAGE

The City shall furnish and pay the premium on a pre-retirement death benefit insurance policy based on 100 times the projected retirement benefit.

ARTICLE 39. - RETIREMENT PLAN

SECTION 1.

The Employer agrees to continue in effect the existing retirement program. The Employer agrees to bear the cost of the existing retirement program, for all full-time employees. The Employer reserves the right to select the carrier provided the Employer agrees to maintain a comparable retirement program from any carrier it selects.

SECTION 2. Retirement Age

Effective July 1, 1987, a bargaining unit employee can retire with full retirement benefits without reduction at fifty-five (55) years of age or thirty (30) years of service. The amount of benefit is dependent on the employee's average earnings over the previous five (5) years of service prior to retirement and the number of years of covered service with the City providing the employee has been employed by the City at least ten (10) years. Prior to July 1, 1987, employees must be 60 years of age to retire with full retirement benefits.

SECTION 3.

Computational and Benefit Formula:

Effective July 1st, 1988, 2.0% of average annual earnings.

Average annual earnings means average of earnings for five (5) year period prior to retirement.

SECTION 4.

On normal or disability retirement, the employer shall furnish and pay the premium on current health care insurance in effect at that time or as improved for employees and qualified family members. The health insurance program for retirees shall be no better than the active employees health coverage.

ARTICLE 40. - NO STRIKE - NO LOCK OUT

SECTION 1.

Union officials, employees, individually and collectively, shall not under any circumstances during the life of this agreement, encourage, condone, cause, authorize or take part in any work stoppage, sit-down, stay-in, slowdown strike, or picketing during normal working hours, or any curtailment of work or interference with production.

SECTION 2.

If any employee(s) take part in any activity in violation of the above provision, any such action will be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him/her was not justified, shall have recourse to the grievance procedure provided herein.

SECTION 3.

If any employee(s) represented by the Union should violate the intent of this section, the Union will take positive measures to effect a prompt resumption of work.

SECTION 4.

The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lock-out during the life of this Agreement.

ARTICLE 41. - SAVINGS CLAUSE

If any article or section of this contract, or if any riders there-
to should be held invalid by operation of law, or by any tribunal of
competent jurisdiction, or if compliance with or enforcement of any
article or section should be restrained by such tribunal pending a
final determination as to its validity, the remainder of this contract
or the application of such article or section to persons or circum-
stances other than those as to which it has been held invalid or as to
which compliance with or enforcement of has been restrained, shall not
be affected thereby. In the event that any article or section is held
invalid, or enforcement of, or compliance with which, has been re-
strained, as above set forth, the parties affected thereby shall enter
into immediate collective bargaining negotiations, upon the request of
the Union, for the purpose of arriving at a mutually satisfactory re-
placement for such article or section during the period of invalidity or
restraint.

ARTICLE 42. - APPENDIX LISTINGS

The following Appendixes are incorporated and made a part of this Agreement:

- Appendix A. Mutual Pledge Against Discrimination and Coercion
- Appendix B. Sub-Contracting and/or Leasing
- Appendix C. Definitions
- Appendix D. Economic Package
- Appendix E. Sick Leave
- Appendix F. Uniforms
- Appendix G. Meter Reading
- Appendix H. Sick and Accident Policy
- Appendix I. Personal Days
- Appendix J. Pay Day and Pay Periods
- Appendix K. Supervision's Responsibilities
- Appendix L. Savings Bonds
- Appendix M. Hospital Coverage and Available Insurances

ARTICLE 43. - TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall remain in full force and effect for two (2) years covering the period of July 1, 1989 to and including June 30th, 1991, and shall continue in full force and effect from year to year in absence of a notice to modify, alter or amend this Agreement as hereinafter provided. In the event either party wishes to alter, modify or amend this Agreement, notice shall be given by either party to the other of such desire to alter, modify or amend, in writing sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached, or until either party is given a ten (10) day notice to terminate.

SECTION 2. Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to G-4101 Clio Road, Flint, Michigan 48504; and, if to the Employer, addressed to 200 E. Flint Street, Davison, Michigan 48423; or to any such address as the Union or Employer make available to each other.

ARTICLE 44. - EFFECTIVE DATE

This Agreement made and entered into this seventeenth (17th)
day of January, 1990, effective on and after July 1, 1989.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

CITY OF DAVISON
DAVISON, MICHIGAN

Glenn Marshall
Mat J. S. [unclear]
Scott M. [unclear]

Todd M. Scuma
Thomas S. [unclear]

In Presence of:

APPENDIX A

MUTUAL PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of any legal employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly and without discrimination, interference or coercion.

APPENDIX B

SUB-CONTRACTING AND/OR LEASING

Language for Renting: The Employer agrees that any City equipment leased to outside interests will be operated by a D.P.W. employee. Leasing to a private commercial, industrial or private contractor, who is not a resident and taxpayer of the City of Davison, the City shall pay the employee time and one-half (1 1/2) his/her prevailing rate from portal to portal. It is understood and agreed when the equipment and employee are sent to other municipalities and to commercial and industrial companies who are Davison taxpayers, and to private citizens who are residents of Davison, the employee's prevailing wage rate will be paid.

APPENDIX C

DEFINITIONS

1. Probationary Employee - Any employee who has not completed one-hundred (120) calendar days of employment.
2. Steward- An employee selected by the membership of the Union to process and present grievances at the first level.
3. Chapter Chairperson- An employee selected by the membership of the Union to process and present grievances at the second level and the head of the local bargaining unit.
4. Council- An organization of representatives of various locals and representatives of various bargaining units.
5. Bargaining Unit- That unit authorized by law to represent specified employees (Local 1918 Chapter J).
6. Chapter- A subdivision of a local and the smallest bargaining unit.

APPENDIX D

WAGES AND LONGEVITY

SEE ATTACHED PAGES FOR PAYROLL SCHEDULES:



City of Davison

200 E. FLINT STREET
P.O. BOX 130
DAVISON, MICHIGAN 48423
TELEPHONE (313) 653-2191

January 17, 1990

Local 1918, Chapter J
AFL-CIO

Re: BCBS Dental Coverage

TO: Union Members and Local Staff:

Effective January 1, 1990, the City of Davison will have in effect Class III dental coverage for Local 1918, Chapter J members at 25% member co-pay. Further, any Class III claims by Local 1918, Chapter J members from July 1, 1988 to the present will be reimbursed by the City for the difference between the existing coverage of 50% co-pay and the new coverage of 75% co-pay. Any employee with a claim should submit to the City the billing statement for Class III services rendered containing the amount that BC/BS has paid for these services.

Local 1918, Michigan Council 25
AFSCME, AFL-CIO

Glenn Marshall

Billy J. Bushling

Mark S. S. S.

Scott M. Yarkin

Date Jan. 17, 1990

CITY OF DAVISON

Todd M. Souma

Sharon S. Grossman

Jack D. Edmally

Dennis W. Ryan

Date Jan. 17, 1990

HOURLY RATES FOR DPW EMPLOYEES 89-90 & 90-91

POSITION:KEITH SKELLENGER	FY 89-90	KEITH SKELLENGER	FY 90-91
\$12.31	BASE JUNE 30 1989	\$12.81	BASE JUNE 30 1989
\$0.50	0.50 % INCREASE	\$0.50	0.50 % INCREASE
\$12.81	89-90 BASE HOURLY RATE	\$13.31	89-90 BASE HOURLY RATE
\$0.23	LONGEVITY	\$0.24	LONGEVITY
\$0.40	GROUP LEADER RATE	\$0.40	GROUP LEADER RATE
=====		=====	
\$13.44	TOTAL HOURLY RATE	\$13.95	TOTAL HOURLY RATE
\$10.14	FRINGES @ 75.47 %	\$10.53	FRINGES @ 75.47 %
\$23.58	HOURLY RATE PLUS FRINGES	\$24.48	HOURLY RATE PLUS FRINGES
POSITION:PAUL MCCREA	FY 89-90	PAUL MCCREA	FY 90-91
\$12.31	BASE JUNE 30 1989	\$12.81	BASE JUNE 30 1989
\$0.50	0.50 % INCREASE	\$0.50	0.50 % INCREASE
\$12.81	89-90 BASE HOURLY RATE	\$13.31	89-90 BASE HOURLY RATE
\$0.12	LONGEVITY	\$0.13	LONGEVITY
\$0.00	GROUP LEADER RATE	\$0.00	GROUP LEADER RATE
=====		=====	
\$12.93	TOTAL HOURLY RATE	\$13.44	TOTAL HOURLY RATE
\$9.72	FRINGES @ 75.20 %	\$10.14	FRINGES @ 75.47 %
\$22.65	HOURLY RATE PLUS FRINGES	\$23.58	HOURLY RATE PLUS FRINGES
POSITION:JEFF COURNEYA	FY 89-90	JEFF COURNEYA	FY 90-91
\$12.31	BASE JUNE 30 1989	\$12.81	BASE JUNE 30 1989
\$0.50	0.50 % INCREASE	\$0.50	0.50 % INCREASE
\$12.81	89-90 BASE HOURLY RATE	\$13.31	89-90 BASE HOURLY RATE
\$0.10	LONGEVITY	\$0.11	LONGEVITY
\$0.00	GROUP LEADER RATE	\$0.00	GROUP LEADER RATE
=====		=====	
\$12.91	TOTAL HOURLY RATE	\$13.42	TOTAL HOURLY RATE
\$9.74	FRINGES @ 75.47 %	\$10.13	FRINGES @ 75.47 %
\$22.65	HOURLY RATE PLUS FRINGES	\$23.55	HOURLY RATE PLUS FRINGES
POSITION:MATT SYTEK	FY 89-90	MATT SYTEK	FY 90-91
\$12.82	BASE JUNE 30 1989	\$13.32	BASE JUNE 30 1989
\$0.50	0.50 % INCREASE	\$0.50	0.50 % INCREASE
\$13.32	89-90 BASE HOURLY RATE	\$13.82	89-90 BASE HOURLY RATE
\$0.08	LONGEVITY	\$0.09	LONGEVITY
\$0.00	GROUP LEADER RATE	\$0.00	GROUP LEADER RATE
=====		=====	
\$13.40	TOTAL HOURLY RATE	\$13.91	TOTAL HOURLY RATE
\$10.11	FRINGES @ 75.47 %	\$10.50	FRINGES @ 75.47 %
\$23.51	HOURLY RATE PLUS FRINGES	\$24.41	HOURLY RATE PLUS FRINGES

POSITION:SCOTT YAKLIN

FY 89-90

\$12.31 BASE JUNE 30 1989
 \$0.50 0.50 % INCREASE
 \$12.81 89-90 BASE HOURLY RATE
 \$0.07 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$12.88 TOTAL HOURLY RATE
 \$9.72 FRINGES @ 75.47 %
 \$22.60 HOURLY RATE PLUS FRINGES

SCOTT YAKLIN

FY 90-91

\$12.81 BASE JUNE 30 1989
 \$0.50 0.50 % INCREASE
 \$13.31 89-90 BASE HOURLY RATE
 \$0.08 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$13.39 TOTAL HOURLY RATE
 \$10.11 FRINGES @ 75.47 %
 \$23.50 HOURLY RATE PLUS FRINGES

POSITION:KEVIN FRASIER

FY 89-90

\$12.31 BASE JUNE 30 1989
 \$0.50 0.50 % INCREASE
 \$12.81 89-90 BASE HOURLY RATE
 \$0.06 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$12.87 TOTAL HOURLY RATE
 \$9.71 FRINGES @ 75.47 %
 \$22.58 HOURLY RATE PLUS FRINGES

KEVIN FRASIER

FY 90-91

\$12.81 BASE JUNE 30 1989
 \$0.50 0.50 % INCREASE
 \$13.31 89-90 BASE HOURLY RATE
 \$0.07 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$13.38 TOTAL HOURLY RATE
 \$10.10 FRINGES @ 75.47 %
 \$23.48 HOURLY RATE PLUS FRINGES

POSITION:SUMMER

FY 89-90

\$5.33 BASE JUNE 30 1989
 \$0.21 4.00 % INCREASE
 \$5.54 89-90 BASE HOURLY RATE
 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$5.54 TOTAL HOURLY RATE
 \$1.30 FRINGES @ 23.45 %
 \$6.84 HOURLY RATE PLUS FRINGES

SUMMER

FY 90-91

\$5.54 BASE JUNE 30 1989
 \$0.22 4.00 % INCREASE
 \$5.76 89-90 BASE HOURLY RATE
 LONGEVITY
 \$0.00 GROUP LEADER RATE
 =====
 \$5.76 TOTAL HOURLY RATE
 \$1.35 FRINGES @ 23.45 %
 \$7.12 HOURLY RATE PLUS FRINGES

APPENDIX E

SICK LEAVE

Each employee shall be allowed twelve (12) sick days per year. An employee shall be paid for one-half (1/2) their unused sick days at the end of each fiscal year, up to a maximum of (6) days. Said payment shall be made no later than the second paycheck of July each year, by separate check. Employees on the payroll as of July 1st of each fiscal year shall be allowed twelve (12) sick days for that fiscal year. Employees hired during the fiscal year will have their sick days pro-rated as to the months left in the fiscal year. (Example: An employee hired in January would have six (6) sick days). Sick leave shall not be considered a privilege which an employee can use at his/her discretion, but subject to the following:

1. Employees must report the need for sick leave to their immediate supervisor prior to or within fifteen (15) minutes after their normal starting time.
2. A doctor's statement may be required from any employee who is absent for three (3) consecutive working days due to sickness.
3. Employees who use sick days for a bonafide illness or disabilities may, upon exhaustion of their sick days, draw upon accumulated vacation time.
4. Any employee while on sick leave or Worker's Compensation will be deemed to be on continued employment.
5. Violations of the sick-leave policy by an employee may result in disciplinary action to the employee.

APPENDIX F

UNIFORMS

1. Uniforms will be provided to employees by the Employer.
2. The bargaining unit has the right to wear the uniforms the Employer offers or the employee may choose a style and cloth texture he/she deemed as more comfortable and suited to him/her as long as he/she and the Employer agrees.
3. Each employee will have a set allotment spent on uniforms. If an employee should want to change style, etc. and the new style costs more, the employee will receive fewer uniforms according his/her expense versus uniform allotment.
4. New uniforms will be provided every two (2) years on or before July 1st of that year.
5. Seven (7) changes of uniforms will be provided.
6. Work gloves of appropriate type for the work to be done will be provided by the Employer.
7. The Employer shall be responsible for the cleaning of the uniforms weekly and further the City shall bear the total cost of such cleaning.

APPENDIX G

MISCELLANEOUS

1. Meter reading will be contracted out so that employees covered by the contract will not normally read meters, thus leaving them available for normal work duties.
2. D.P.W. Supervision will not normally perform bargaining unit work, except in cases of emergency, training or instruction, or when a member of the bargaining unit is absent.
3. Seasonal employees shall be members of the bargaining unit hired to perform seasonal work. Their period of employment will not exceed ninety (90) work days and shall be confined to the months of May through September of each year. Seasonal employees shall be given the opportunity to be recalled each year at their option.
4. Co-Ops (Labor)- Employees who are high school students engaged in part-time work experience. The purpose of such a program is to prepare the student for work upon graduation from high school so they may be gainfully employed. It is agreed that Co-Op students shall not be allowed to work more than twenty (20) hours a week for the City of Davison.
5. The Employer agrees that non-regular employees (work release, welfare and temporary) shall only perform manual labor and shall not operate any equipment or vehicles except for mowing equipment. Other non-regular employees (seasonal, Co-Op) shall be permitted to operate pick-ups, cars and mowing equipment. Non-regular employees shall not total more than six (6) on any one (1) day.

APPENDIX H

SICK AND ACCIDENT POLICY

Section 1.

The City of Davison has a Sick and Accident policy. It covers the employees on the first day of a non-work related injury and the eighth day of an illness. An employee on sick leave can receive a maximum of twenty-six (26) weeks of sick leave pay at seventy-five percent (75%) of his/her gross weekly pay, paid on his/her normal payday by the City. The employee will then reimburse the Employer upon receipt of the check from the insurance company. Upon exhaustion of the twenty-six (26) weeks of sick leave with pay, the employee will be placed on extended sick leave without pay.

Section 2.

Employees who are injured on the job shall be paid for all hours of work missed on the day of the injury for medical attention. If the employee is unable to return to work, he/she will also receive pay for all hours missed that day. Employees who have to go for additional treatments at the doctor's request, due to a job-related injury, will be sent on City time and the employee will be paid for all hours of work missed. Transportation will be provided by the City if necessary, the day of the injury only.

APPENDIX I

PERSONAL DAYS

Each employee will be allowed two (2) personal days per year subject to the following:

1. A written request to the Department Head must be made twenty-four (24) hours in advance.
2. Personal days cannot be taken to extend a holiday or vacation.
3. Personal days will be non-accumulative and will be based on the employee's date of hire.
4. All employees who are employed as of July 1, 1986 will receive two (2) personal days during the fiscal year.
5. Violations of this policy by the employee may result in disciplinary action to the employee.

SENIORITY LIST

JULY 1, 1986

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 1918, CHAPTER J

1.	Keith Skellenger	June 13, 1966
2.	Paul McCrea	March 4, 1977
3.	Jeffrey Courneya	October 11, 1978
4.	Matt Sytek	October 6, 1980
5.	Scott Yaklin	January 24, 1982
6.	Kevin Frasier	January 18, 1983

APPENDIX J

PAY DAY AND PAY PERIODS

Employees shall be paid bi-weekly on Wednesday, prior to lunch break. Pay periods shall run from 12:01 a.m. on Sunday to 12:00 midnight on Saturday on a two (2) week schedule. Pay periods shall end at 12:00 midnight on Saturday prior to Wednesday of payday. If said payday falls on a holiday, the last working day prior to the holiday shall be payday.

The Employer agrees to payroll deduction for members of the Genesee County Credit Union. Credit Union deductions shall be sent the day after the deductions are made.

APPENDIX K

SUPERVISION'S RESPONSIBILITIES

Employees of the bargaining unit shall be answerable to his/her own immediate supervisor only. Should a person of higher authority from management wish to direct an employee in any manner he/she will relay such through the employee's immediate supervisor.

APPENDIX L

SAVINGS BONDS

The City of Davison will put into effect on August 1, 1979, a United States Saving Bond Program. The City, through payroll deduction, shall deduct the amount of money for such desired bonds from the employees. Further, the City shall be responsible for the purchasing and distribution of said savings bonds.

APPENDIX M

HOSPITAL COVERAGE AND AVAILABLE INSURANCES

Section 1

The following insurance and hospital coverages the City of Davison agrees to pay the total cost for all full time bargaining unit employees:

See the attached coverage sheet

Section 2.

The City agrees to continue paying the employees' hospital and life insurance benefits for the number of weeks set forth below during the following leaves:

<u>TYPE OF LEAVE</u>	<u>NUMBER OF WEEKS INSURANCE WILL BE PAID</u>
Worker's Compensation	52 weeks
Sick Leave	52 weeks
Lay-Off	13 weeks

At the conclusion of the number of weeks set forth above in which the City paid the health, hospital or life insurance policy, the employee may continue to purchase on his/her own the above mentioned insurance policies through the City's carrier. The premium cost would be what the City is paying at that time.

APPENDIX N

The City shall provide a minimum death benefit of \$20,000.00 per employee for all full-time employees, payable to the employee's designated beneficiary upon the death of the employee.

LETTER OF AGREEMENT

It is agreed by the parties that non-regular employees shall only work overtime after all regular full-time employees have had the opportunity to work the overtime.

FOR THE UNION:

Glenn Marshall

Mad J. J. J.

Scott M. G. G.

FOR THE EMPLOYER:

Todd M. Scrima

Thomas S. Sussano

Dennis D. Ryan

LETTER OF AGREEMENT

between

CITY OF DAVISON

AND

LOCAL 1918 - CHAPTER J

COUNCIL 25, AFSCME, AFL-CIO

This document is being created to clarify the position of Licensed Operator, set-up a job description along with the minimum requirements expected, and establish a new pay scale for the position.

The agreement will be viewed and signed both by the representations of the City of Davison, and Local 1918, Chapter J.

The time frame for the provisions contained within this agreement will be explicitly stated.

GENERAL JOB DESCRIPTION (LICENSED OPERATOR):

In charge of Type I classified water system. This requiring a certified operator of the system, contaminants monitoring, water works system operation reports, compliance with Part 14 of Safe Drinking Water Act 399, and compliance with Part 13 of Safe Drinking Water Act 399.

In charge of the water treatment system for the Davison Water Department, including application, and all activities inclusive of the above mentioned duties. The responsibilities are all related to the articles covered under the class D-2 certifications as perscribed in the Safe Drinking Water Act 399 P.A. 1976.

In charge of the distribution system for the Davison Water Department. Duties will include all activities covered under the articles for

a Class S-2 operators certification as perscribed in the Safe Drinking Act 399 P.A. 1976.

The certified operator will be the responsible party for the continued operations under the rules, and regulations set forth by the State of Michigan regarding a Type I classified water system operation.

The certified operator will be under the supervision of the Director of Public Services. Any determination pertaining to daily functions of the Water Department, such as authorization of overtime, purchasing, and any other activities will be channeled through the Director of Public Services. The Director of Public Services will have at anytime, the sole descretionary powers to mandate policy within the Water Department in writing.

The certified operators responsibility for the overall operation of the Water Department warrants an increased pay scale as indicated in the Union Contract, Local 1918, Chapter J, under the wage scales. Any work done in the Water Department by other than the certified operator will be under the supervision of the certified operator. In the absence of the certified operator, the Director of Public Services shall have sole responsibility for decisions regarding Water Department activities.

- 1) Monthly well reports completed and turned into the D.P.W. Director by the 5th day of the following month.
- 2) Monthly well and distribution system water samples taken and mailed in by the second Monday of each month.
- 3) Results of any samples tested in our lab to be completed with paper work and turned into the D.P.W. Director within five (5) days of samples initial testing.

- 4) Meter installation reports turned in on a daily basis at the end of each day.
- 5) Annual cross-connection report completed and mailed into the MDPH by the 10th day of February.
- 6) Annual ATF alcohol report information turned into the D.P.W. Director by the end of January.
- 7) Daily CL2 residuals taken at each well and on the distribution system and recorded on the monthly M.D.P.H. report.

Effective July 1, 1985, the hourly rate of pay for Licensed Water Operator will be nine dollars and ninety one cents (\$9.91) per hour.

Anytime the Licensed Operator works in the lab, performing tests he will receive an additional forty-five cents (.45) per hour.

Effective August 1, 1985, the Davison Water Lab will be closed for normal routine testing on Tuesday. A new schedule will be set-up and go into effect August 1, 1985. This new schedule will reduce the amount of hours spent in the lab in an effort to reduce overhead.

DATED: August 15, 1986

FOR THE UNION

Glenn Marshall
Mary J. Jett
Scott M. Juhn

FOR THE EMPLOYER

Todd M. Scuma
Thomas S. Susanna
Dennis D. Ryan

LETTER OF AGREEMENT

between

CITY OF DAVISON

AND

LOCAL 1918 - CHAPTER J

COUNCIL 25, AFSCME, AFL-CIO

On Friday, June 14, 1985, representatives of Local 1918, Chapter J and the City of Davison met to discuss union grievances on the opening of Davison Regional Park. After numerous proposals were drafted the following language was accepted by both parties. This language is to be amended to the existing contract.

For the purpose of scheduling overtime for the opening and closing of the Regional Park on non-tournament weekends the following applies:

- 1) Said employee will receive one (1) hour of comptime for opening the gates and bathrooms in the morning at 8:00 a.m. (Overtime provisions as covered in Article 26, Section 1 & 2 apply).
- 2) Said employee will receive one (1) hour of comptime for closing the gates and bathrooms in the evening at 9:00 p.m. (Overtime provisions as covered in Article 26, Section 1 & 2 apply).

The provisions contained in this agreement were put into effect June 14, 1985. Also, as part of the agreement the full-time park employee who would ordinarily be opening and closing the park will receive as compensation in leau of the grievance eight (8) hours of comptime.

This will be done and become effective upon the signing of this agreement by both parties.

PARK EMPLOYEE LETTER OF AGREEMENT

FOR THE UNION:

Glenn Marshall
Max J. Symb
Scott M. Yalke

FOR THE EMPLOYER:

Todd M. Soruma
Thomas S. Susano
Wendell Dyer

LETTER OF AGREEMENT

between

CITY OF DAVISON

AND

LOCAL 1918 - CHAPTER J

COUNCIL 25, AFSCME, AFL-CIO

With reference to Article 18, Section 1, job vacancies must be posted for seven (7) calendar days. Members of Local 1918, Chapter J waive the seven (7) day posting period for this opening only.

(Signature of Chairman)

Mark J. Jyl

In its place will be a three (3) day posting for the position available. This is again only valid for this particular instance.

The City of Davison is creating a position within the bargaining unit designated as "Temporary Group Leader." The position established would be to handle the DPW employees job assignments, complaint, overtime, and any other business that is overseen by the Director of Public Services. The duties of the TGL would be in effect only when the DPW Director is on leave or not able to be reached by phone, radio, or pager.

T.G.L. RESPONSIBILITIES AS FOLLOWS:

- 1) T.G.L. will get his instructions from the City Manger.
- 2) T.G.L. is responsible for his conduct while in temporary position.
- 3) T.G.L. is responsible for employees actions and their work during his temporary assignments.

- 4) Any disciplinary problems that occur while the T.G.L. is in charge should be documented and then channeled through the D.P.W. Director for action.
- 5) T.G.L. is responsible for purchases up to fifty dollars. Also, should be aware that funds exist for such purchases. Expenditures over fifty dollars must be cleared through the City Manager.
- 6) Any complaints handled by the T.G.L. after normal working hours will be compensated as follows:
 - a) T.G.L. is contacted by phone, but no need to go out and check into problem. (NO OVERTIME PAY)
 - b) T.G.L. is contacted by phone, must go out and check into problem.
 - 1) Receives one (1) hour pay at the prevailing rate.
 - c) Must also perform work normally done by D.P.W. employees.
 - 1) Receives three (3) hours pay at the prevailing rate.
- 7) Overtime hours which would be normally the work of D.P.W. employees, will be handled as overtime and paid accordingly to the T.G.L. when he performs them.
- 8) The T.G.L. will receive an additional (.40) cents per hour on his hourly base rate.

TEMPORARY GROUP LEADER LETTER OF AGREEMENT

FOR THE UNION:

Glenn Marshall
Max J. Sjt
Scott M. Yahl

FOR THE EMPLOYER:

Todd M. Scrina
Ryan S. Benson
Wennis D. Ryan

LETTER OF AGREEMENT

between

CITY OF DAVISON

and

LOCAL 1918 - CHAPTER J

COUNCIL 25, AFSCME, AFL-CIO

D.P.W. Job Classification: Operator/Laborer

FOR THE UNION:

Glenn Marshall
Mark J. J...
Scott M. J...

FOR THE EMPLOYER:

Todd M. Scrumo
Alan S. ...
Dennis W. Ryan