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A G R E E M E N T

between

CITY OF MOUNT PLEASANT

and

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED WITH MICHIGAN
COUNCIL #25, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME)

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A G R E E M E N T

THIS AGREEMENT, effective the 1st day of April, 1995, by and between the CITY OF MOUNT PLEASANT, Michigan, hereinafter referred to as the "Employer," and the MOUNT PLEASANT CITY EMPLOYEES LOCAL NO. 1606, affiliated with MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME), 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 community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

RECOGNITION

Section 1.1. Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City of Mt. Pleasant, excluding sworn law enforcement officers, firefighters, confidential employees, administrative assistant in the Department of Public Works, assistant building inspectors, engineering aides and supervisors.

Section 1.2. Employees Excluded From Coverage. The Employer reserves the right to hire and utilize temporary, seasonal, casual, contingent or irregular part-time employees from time to time to perform various work as determined and assigned by the Employer. Such temporary, seasonal, casual, contingent or irregular part-time employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement.

(a) Such employees may be employed and utilized to perform various work from time to time and are considered additional employees and are not designated as temporary replacement employees as set forth in subsection (b) of this Section. The Employer agrees that an employee's

employment under this subsection shall not exceed at any one time a continuous period of nine (9) months unless this period is extended by mutual agreement of the parties.

(b) Such employees may be employed and utilized to perform work from time to time as a temporary replacement for a regular bargaining unit employee who is absent from work for what is anticipated to be a temporary period of time. An employee employed under this subsection shall be designated as a temporary replacement employee and shall receive an hourly pay rate that is no less than the Start pay rate step established for the applicable job classification. The Employer agrees that an employee's employment under this subsection shall not exceed at any one time a continuous period of twenty-four (24) months unless this period is extended by mutual agreement of the parties.

UNION SECURITY

Section 2.1. Modified Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time or employees who become members thereafter shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union on the effective date, or employees who are entered into the bargaining unit thereafter, and who choose not to become members of the Union within 30 days after the effective date of this Agreement, or 30 days from the date they are first entered into the bargaining unit shall, as a condition of continued employment, either pay to the Union a service charge equal to the regular Union monthly membership dues or contribute a like amount to the United Fund each month as long as they remain a non-member.

Employees shall be deemed to have complied with the above requirements within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

It shall be the responsibility of the Union to notify the Employer in writing of any employees who fail to comply with the above requirements.

UNION DUES

Section 3.1. Payroll Deduction for Union Dues and Non-Membership Service Fee.

(a) During the term of this Agreement and to the extent permitted by law, the Employer agrees to deduct Union membership dues and/or initiation fees uniformly levied by the Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee employed in the collective bargaining unit covered by this Agreement who voluntarily

executed and files with the Employer a proper checkoff authorization form. The checkoff authorization forms shall be supplied by the Union and in a form which meets all legal requirements. The authorization to checkoff and deduct Union membership dues and initiation fees is strictly a matter of voluntary choice by the individual employee.

During the term of this Agreement and to the extent permitted by law, the Employer agrees to deduct a service fee equivalent to the dues and/or initiation fees uniformly levied by the Union in accordance with the Constitution and Bylaws of the Union from the pay of each employee employed in the collective bargaining unit covered by this Agreement who voluntarily executed and files with the Employer a proper checkoff authorization form for the service fee. The checkoff authorization forms for the service fee shall be supplied by the Union and in a form which meets all legal requirements. The authorization to checkoff and deduct the service fee is strictly a matter of voluntary choice by the individual employee.

(b) Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section of the Agreement.

(c) A properly executed copy of the written checkoff authorization form for each employee for whom Union membership dues and initiation fees or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which is incomplete or in error will be returned to the Union by the Employer.

(d) Thereafter, on or before the twenty-fifth (25th) day of each succeeding month, the Union shall furnish the Employer with any additional executed written checkoff authorization forms under which Union membership dues and initiation fees or service fees are to be deducted beginning with the following calendar month.

(e) Deductions for Union membership dues and initiation fees or service fees for any calendar month shall be made from the first (1st) pay check of that month, provided, however, that the Union may elect to have deductions for such dues and fees for any calendar month made on a bi-monthly basis from the first (1st) two (2) pay checks of that month, and further provided, that the employee has sufficient net earnings to cover the dues and/or initiation fees or service fees. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME), not later than the fifth (5th) day of the month following the month such deductions are made.

(f) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

(g) The Union shall notify the Employer in writing of the proper amount of Union membership dues and initiation fees and any subsequent changes in such amounts.

(h) If a dispute arises as to whether or not an employee properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(i) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees or service fees.

(j) In the case of employees rehired, or returning to work after layoff or leave of absence, or transferred back into the bargaining unit, who have properly re-executed "Authorization for Checkoff" forms, deductions will be made as provided herein.

(k) Any employee whose service is broken by death, or who quits, is discharged or laid off, or who is transferred outside the bargaining unit shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which such death, quit, discharge, layoff or transfer occurred.

(l) The Employer agrees to furnish the Union with an initial list of employee names for whom deductions for Union membership dues or service fees are being deducted and remitted to the Union. Any employee new hires or employee terminations shall be noted with respect to the list of employee names provided in this sub-section.

(m) The Employer agrees to furnish the Union with an initial list of the mailing addresses of employees who are members of the Union and new hires who become members of the Union. The Employer's obligation under this sub-section shall be limited to the mailing address currently on file with the Employer.

DISPUTES CONCERNING MEMBERSHIP

Section 4.1. Union Membership Disputes. Any dispute arising as to an employee's membership in the Union 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 any necessary subsequent step of the grievance procedure.

REPRESENTATION

Section 5.1. Union Negotiating Committee. The Employer agrees to recognize a Union Negotiating Committee of not more than five (5) members, selected by members of the Union, each of whom shall be a seniority employee working for the Employer. Membership on the Negotiating Committee shall be limited to no more than one (1) employee from any one of the Employer's Departments. This committee shall be the representative of the Union for negotiating with the Employer and for adjustment of grievances. One (1) member of the Union Negotiating Committee shall be the Local Union President and shall be designated as the Chairperson of the Union Negotiating Committee and shall be the committee representative from the Department where employed.

The names of the members of the Negotiating Committee shall be given in writing to the Employer. No committee member shall function as such until the Employer has been advised of the committee member's selection, in writing, by the President of the Local Union. Any changes of the membership of the Negotiating Committee shall be reported to the Employer in writing, at least twenty-four (24) hours prior to the time such change takes effect.

Section 5.2. City Negotiating Committee. The Employer agrees to designate a Negotiating Committee of not more than five (5) officials to bargain collectively with the Union relative to grievance and to changes and amendments to this Agreement.

DISCIPLINARY ACTION

Section 6.1. Disciplinary Interview. An employee who is removed from the employee's work for an interview concerning disciplinary action that may be entered on the employee's employment record shall have the right and may if the employee so desires, request the presence of a Steward or other Union representative to represent the employee during such interview.

Section 6.2. Disciplinary Suspension or Discharge. Before an employee is disciplined by suspension without pay or discharge, the Local Union President (or if not available, another employee representative of the Union) shall be advised immediately prior to the effective date thereof. Written notification setting forth the reasons for the disciplinary action will be provided to the Local Union President (or if not available, another employee representative of the Union) within twenty-four (24) hours from the occurrence of the disciplinary action excluding Saturday, Sunday and holidays (recognized under this Agreement). A grievance arising from a disciplinary suspension without pay or discharge shall be filed at Step 3 of the grievance procedure in accordance with the time limit set forth therein.

Section 6.3. Employment Record. An employee shall be advised in writing of any disciplinary action (including verbal confirmed in writing) entered in the employee's employment record within four (4) days following the action and a copy shall be provided to the employee's Steward.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1. Definition of Grievance. A grievance shall be a complaint by an employee concerning the application and interpretation of this Agreement as written.

Section 7.2. Grievance Procedure. All grievances shall be handled in the following manner:

- (a) Step 1. Verbal Procedure. In case any employee may have a grievance, the matter shall first be taken up with the Department Head by the aggrieved employee and/or the employee's steward within seven (7) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), after the grievance allegedly occurred. It is expressly understood that if a discussion with the Department Head is intended to be initiation of the grievance procedure at the verbal Step, the employee or the employee's steward, whichever is applicable, shall so advise the Department Head of this fact at the time of the discussion. If the Department Head is not advised of this fact, the discussion shall not be considered initiation of the grievance procedure at the verbal step. An oral answer by the Department Head must be given within three (3) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following the date of the verbal Step discussion. The Department Head shall give a verbal answer to the employee involved or the employee's steward, whichever is applicable. The Department Head referred to in this Step 1 verbal procedure shall be interpreted to mean the Department Head in the Department where the grievance allegedly occurred.

- (b) Step 2. Written Procedure. If no satisfactory adjustment is made orally with the Department Head in the Step 1 verbal procedure, the aggrieved employee and/or the employee's representative may within five (5) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following the answer in the Step 1 verbal procedure, submit the grievance to the Division Head in writing. The grievance shall indicate the Section or Sections of this Agreement in dispute and shall as reasonably practicable adequately set forth the facts pertaining to the alleged violation. A written answer shall be given by the Division Head within five (5) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following the date on which the written grievance was submitted at this Step 2. The written answer of the Division Head shall be given to the employee involved or the employee's representative, whichever is applicable. In the case of a grievance occurring in the Library, the grievance at Step 1 and Step 2 shall be submitted to the Librarian. In the case of a grievance occurring in the Police Department, the grievance at Step 1 and Step 2 shall be submitted to the Director of Public Safety.

- (c) Step 3. Written Procedure. If the grievance is not settled in the Step 2 written procedure, the grievance may be submitted to the Employer's City Manager or the

City Manager's designated representative within five (5) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following receipt of the Employer's written answer in Step 2. The City Manager and/or designated representative and the employee involved or the Local Union President, whichever is applicable, shall make mutually agreeable arrangements for a special conference regarding the grievance. The conference shall be held within twenty-one (21) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following the date on which the written grievance was submitted at this Step 3 to the City Manager or designated representative. The purpose of the conference shall be for discussion of the grievance in an effort to settle the same and the conference shall, accordingly, be limited to only the grievance under consideration. Attendance at the conference shall consist of the employee involved, and/or the Local Union President, whichever is applicable, and the City Manager and/or designated representative, provided, however, that both parties may have two (2) additional representatives in attendance at the conference and these additional representatives may include non-employee representatives. If the grievance is not settled within fourteen (14) days, excluding Saturday, Sunday and holidays (recognized under this Agreement), following the date of the special conference, the Employer shall issue a written decision within that period of time. The written decision of the Employer shall be given to the employee involved or to the Local Union President, whichever is applicable, or, in the absence of the employee or the Local Union President, to an employee representative of the Union.

- (d) Step 4. Arbitration Request. If the grievance is not settled in the Step 3 written procedure, the Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice to the Employer's City Manager of the Union's intent to arbitrate within thirty (30) days following receipt of the Employer's written answer in Step 3 of the grievance procedure. If no written notice of intent to arbitrate is given to the Employer's City Manager, the grievance shall be considered settled and as such the grievance may not be subsequently reinstated.

Section 7.3. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled without precedent. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration, unless the Union requests arbitration in accordance with the procedures established in this Agreement. The time limits established in the grievance procedure may be extended by mutual agreement in writing, provided, however, that the extension request shall be put in writing by the party requesting the extension.

Section 7.4. Grievance Form. The grievance form shall be prepared in a manner that coincides with the grievance procedure established in this Agreement and shall be mutually approved by the Employer and the Union.

Section 7.5. Consolidation of Similar Grievances. In the event that a grievance has been processed to the Step 3 written procedure and there are other grievances involving the same issue, all such grievances may be consolidated for consideration at the Step 3 written procedure, provided such consolidation is mutually agreed upon by the Employer and the Union.

Section 7.6. Selection of Arbitrator and Arbitration Hearings. After a grievance which is arbitrable is properly referred to arbitration, the parties shall attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to mutually agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The selection of the arbitrator shall be completed within ninety (90) days following the date the Union submits to the City its written notification of intent to arbitrate the grievance. It shall be within the sole discretion of each party whether to bear the full cost of the expenses of their own witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled shift. In no event shall one party be responsible for bearing the costs and expenses of the other party's witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled shift. It is provided, however, that the Employer agrees to pay for actual working time lost during the regularly scheduled shift of the steward involved with the grievance. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration hearing shall be shared equally by the Employer and the Union. It is provided, however, that if a scheduled arbitration hearing is canceled, adjourned or postponed within seven (7) days or less prior to the scheduled date, then any fee that may be assessed by the arbitrator due to the late cancellation, adjournment or postponement shall be paid in full by the party making the cancellation, adjournment or postponement, unless such cancellation, adjournment or postponement is the result of mutually resolving the grievance, in which case the parties shall equally share any fees assessed by the arbitrator. Any employee called as a witness either by the Employer or the Union shall be excused from the arbitration hearing after the employee's testimony is completed, subject to the need for further testimony at a later time.

Section 7.7. Arbitrator's Powers. The arbitrator shall limit decisions strictly to the interpretation and application or enforcement of the provisions of this Agreement or its supplements and make no decision contrary to or inconsistent with or modifying or varying the terms of this Agreement or its supplements. The arbitrator shall have no authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions given it by State law or City charter. The arbitrator's decision shall be final and binding upon the Union, Employer and employees.

NO STRIKE - NO LOCKOUT

Section 8.1. Prohibition. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee members, its members nor the employees covered by this Agreement will, for any reason, directly or indirectly call, sanction or engage in any strike, either complete or partial, or in any complete or partial stoppage of work, walk-out, slow-down, sit-down, stay-in, stay-away, boycott of a primary or secondary nature, refusal to perform assigned work, limitation or withholding of work, picketing, or any other activities that may result in any interference in any manner with the normal operations of the Employer and the services provided by the Employer. The Employer agrees that during the term of this Agreement, it will not lock out any employees covered by this Agreement.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge for violating any of the provisions of this Section. Any appeal to the grievance and arbitration procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section.

This Section of the Agreement is in addition to the statutory provisions of Act No. 336, State of Michigan, Public Acts of 1947, as amended, which prohibit strikes and related action interfering with the normal operations and services of the Employer and the full and proper performance of job duties by employees.

STEWARDS

Section 9.1. Stewards. Stewards and alternate Stewards, each of whom shall be a seniority employee working for the Employer, shall be selected by the respective members of the bargaining unit to represent the following districts: streets and parks, waste treatment and water, library, and clerical. The Employer shall be notified within five (5) working days of any changes in Stewards. A Steward, during working hours and without loss of pay or time, shall investigate and present grievances originating in the Steward's respective district to the Employer, provided the Steward has obtained permission from the Steward's Supervisor. The steward or alternate steward shall be temporarily excused from assigned duties by the supervisor as soon as reasonably possible and only after proper arrangements have been made for the continued performance of the steward's assigned duties.

When a Steward's Union duties require the Steward to visit a work area, the Steward shall first contact the Supervisor of that area. It is recognized that the purpose of equitable representation may require changes in districts by adding new or consolidating districts as increases or decreases in the work force occur. Any such changes must be mutually agreed upon by the Employer and the Union.

A Chief Steward will be allowed to investigate and present grievances in all districts.

SPECIAL CONFERENCES

Section 10.1. Special Conferences. Special conferences for any matters including proposed grievances may be arranged between the Local Union President and the City Manager upon the request of either party. Special conferences shall be informally arranged and the matters to be considered at such meeting shall be by agreement of both parties. The number of persons needed at the conference which may include a representative of Michigan Council #25, AFSCME, AFL-CIO, shall be by agreement between the parties involved. Neither the representative of the Employer nor the representatives of the Union shall lose time or pay spent in such special conferences if the conferences are held during the working hours of a particular participant in the conference.

MANAGEMENT RIGHTS

Section 11.1. Rights. Except as specifically amended or abridged by the terms of this Agreement, the management and control of the Employer in all of its operations and activities, the determination of all matters of Employer and management policy, operation and location; the location where work will be performed; 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, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size of the working force; to establish job classifications of work and the number of employees required and the number of hours in employee work schedules; to establish work schedules and to provide and assign relief personnel; to eliminate totally or partially or combine or otherwise revise existing job classifications; to establish new job classifications; to establish and change from time to time reasonable rules and regulations, including safety rules and regulations; to maintain safety, order and efficiency; to establish job descriptions as deemed desirable and satisfactory work standards; to determine the nature and number of departments to be operated; to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations; is within the sole prerogatives of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; the standards of efficiency and productivity; and the methods, processes, means and materials to be used. The Employer shall have the right to continue and maintain its operations as in the past and prior to the execution of this Agreement with the Union but the Employer shall also have the right to study and use improved methods, means, equipment and outside assistance either in or outside of the Employer's City-wide operations, including subcontracting. It is understood and the Union agrees that the Employer reserves and retains solely and exclusively all of its inherent and customary rights to manage and administer the Employer's operations in all respects. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement.

FAIR EMPLOYMENT STANDARDS

Section 12.1. Discrimination Complaints. There shall be no discrimination in hiring, upgrading, demoting or transferring, as to race, creed, color, national origin, sex, marital status or dependents, political party or union affiliation. Complaints regarding the application and interpretation of this Section of this Agreement may be processed in accordance with the grievance procedure established in this Agreement, but any such complaints shall not be subject to the arbitration procedure established in this Agreement. This does not prohibit arbitration of a grievance which primarily involves a complaint alleging violation of a different Section of this Agreement and a violation of this Section is alleged only as a secondary complaint.

Section 12.2. Reasonable Accommodation Obligation. The Union and the City recognize that, under state and federal law, the City has an affirmative duty to make reasonable accommodations with respect to the employment of eligible individuals who have certain handicaps or disabilities. This obligation to consider reasonable accommodations includes, for example, restructuring of jobs or restructuring of the method by which work product or results are accomplished, modification of work schedules and transfer or reassignment to a different job position. In situations where the City determines that a reasonable accommodation is appropriate in order to meet its obligations under the law, the Union agrees that the reasonable accommodation shall be implemented without challenge notwithstanding any provisions of this Agreement that may be in conflict. Accordingly, neither the City nor the Union shall be liable for any deprivation of rights suffered by an employee as a result of compliance with provisions of state and federal law regarding the initial employment or continued employment of eligible individuals with certain handicaps or disabilities and the duty to reasonably accommodate.

UNION RESPONSIBILITIES

Section 13.1. No Discrimination. There shall be no discrimination among employees by virtue of participation or non-participation in Union affairs.

Section 13.2. Union Business. No Union business will be performed on City time other than as required by Stewards to investigate grievances and others to represent the Union involved in grievance proceedings or in negotiations with Employer's representatives.

Section 13.3. No Discrimination. The Union shall not discriminate against, deny office to or take any other action against employees except in conformity with the By-Laws of the Local Union and the Constitution of the Michigan Council #25 and/or the International Union, current copies of which shall be provided the Employer.

SENIORITY

Section 14.1. Acquiring Seniority.

(a) New permanent, full time and part-time (a person regularly scheduled to work twenty (20) or more hours per week) employees hired in the unit shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment within two hundred seventy (270) calendar days of the date of hire. When an employee satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the date the employee was hired. There shall be no seniority among probationary employees. During this period an employee shall be considered a probationary employee who may be laid off or discharged by the Employer without regard to this Agreement. The Employer may extend the probationary period in situations where, in the opinion of the Employer, an employee's performance has not been fully satisfactory, provided, however, that any such extension shall not exceed an additional ninety (90) calendar days.

(b) Any seasonal, casual or contingent employee who is subsequently hired as a regular non-temporary employee within the bargaining unit covered by this Agreement shall serve a probationary period of one hundred eighty (180) days. When such an employee satisfactorily finishes the probationary period, the employee shall rank for seniority from the employee's date of hire as a regular non-temporary employee.

(c) An employee on authorized leave will continue to accrue seniority. It is provided, however, that any leave time for which an employee does not either receive regular pay from the Employer or receive accrued paid benefit time shall not be counted for purposes of determining eligibility for wage step progression under the Employer's job classification Pay Plan.

(d) For purposes of this Agreement, seniority shall be defined to mean the length of the employee's continuous service with the Employer commencing from the employee's last date of hire as an employee in the bargaining unit covered by this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of their surnames.

Section 14.2. Seniority List. The City agrees to furnish the Local Union President with a current seniority list on a semi-annual basis (January and July).

Section 14.3. Loss of Seniority. An employee's seniority with the Employer shall be lost and the employment relationship shall terminate under the following conditions:

- (a) If the employee quits or retires.
- (b) If the employee is discharged and the discharge is not reversed through the grievance and arbitration procedure established in this Agreement.

- (c) If the employee is on layoff status consecutively for a period of two (2) years or the length of the employee's seniority acquired by the employee at the time of layoff, whichever is the lesser.
- (d) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work on the required date is otherwise excused for a reason satisfactory to the Employer.
- (e) If the employee fails to return to work on the required date following a leave of absence or vacation, unless the failure to report is due to an emergency condition beyond the control of the employee.
- (f) If the employee is absent from work for two (2) consecutively scheduled Employer work shifts for the employee without properly notifying the Employer unless the employee's failure to properly notify is excused for a reason satisfactory to the Employer. The provisions of this subsection (f) are intended to apply only to an employee's obligation to properly notify the Employer of absence within the required period of time. Regardless of whether an employee properly notifies the Employer, the employee may still be subject to disciplinary action up to and including discharge for the absence if the reason for the absence is not satisfactory.

Section 14.4. Preferential Seniority of Union Officers and Stewards. Notwithstanding their position on the seniority list, the Stewards (in order of their most recent dates of hire) and Local Union President, in that order, shall in the event of a layoff only, be continued at work as long as there is a job in the unit for which they have the necessary ability to perform the remaining required work and provided they can satisfactorily meet the required hours in the remaining work schedule. Such Union stewards and officers shall be recalled to work in the event of a layoff in the reverse order they were laid-off to the first open job in the unit for which they have the necessary ability to perform the remaining required work and provided they can satisfactorily meet the required hours in the remaining work schedule.

LAYOFF AND RECALL

Section 15.1. Layoff Definition and Determination. For purposes of the layoff and recall Sections of this Agreement, the term "layoff" shall refer to a reduction in the Employer's work force due to a lack of work, a decrease in work or a change or reallocation in appropriation of funds by the Employer. In the event that a layoff is deemed necessary, the determination as to which particular job classification or job classifications within which particular department or departments shall be affected by the layoff shall be made by the Employer.

Section 15.2. Temporary Layoff. When the work force is reduced due to conditions of a temporary nature and it becomes necessary to lay off an employee or employees for a temporary period of time, the first employee or employees to be laid off shall be temporary, seasonal, casual, contingent or irregular part-time employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be part-time probationary employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be full time probationary employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be the part-time employee or employees with the least seniority as seniority has been defined under Section 14.1 of this Agreement in the particular classification within the department affected by the layoff and then the next employee or employees to be laid off shall be the full time employee or employees with the least seniority as seniority has been defined under Section 14.1 of this Agreement in the particular classification within the department affected by the layoff, provided, however, that in all cases any employee retained must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule. The term "qualifications" for purposes of this Section of this Agreement shall be defined to include skill, ability, experience, training and work record.

An employee with seniority displaced from the employee's regular classification within the department affected by the temporary layoff provisions of this Section of this Agreement shall be allowed to exercise the employee's seniority by replacing a temporary, seasonal, casual, contingent or irregular part-time employee within the same department (if any) or if there are no such employees within the same department, the seniority employee shall be allowed to exercise the employee's seniority by replacing a probationary employee within the same department (if any), provided, however, that the employee must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule. The term "qualifications" for purposes of this Section of this Agreement shall be defined to include skill, ability, experience, training and work record.

A temporary layoff for purposes of this Section of this Agreement shall be defined as a period of time not exceeding three (3) days.

Section 15.3. Indefinite Layoff. When the work force is reduced and it becomes necessary to lay off an employee or employees for a period of time in excess of three (3) days the first employee or employees to be laid off shall be temporary, seasonal, casual, contingent or irregular part-time employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be part-time probationary employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be full time probationary employees in the particular classification within the department affected by the layoff, then the next employee or employees to be laid off shall be the part-time employee or employees with the least seniority as seniority has been defined under Section 14.1 of this Agreement in the particular classification within the department affected by the layoff and then the next employee or employees to be laid off shall

be the full time employee or employees with the least seniority as seniority has been defined under Section 14.1 of this Agreement in the particular classification within the department affected by the layoff, provided, however, that in all cases any employee retained must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule. The term "qualifications" for purposes of this Section of this Agreement shall be defined to include skill, ability, experience, training and work record.

An employee with seniority displaced from the employee's regular classification within the department affected by the layoff under the provisions of this Section of this Agreement shall be allowed to exercise the employee's seniority by replacing the employee with the least seniority in the identical classification within another department (if any) provided, however, that the employee must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule and provided, further, that the employee must have the greater seniority as seniority has been defined under Section 14.1 of this Agreement compared to the employee the employee is to replace. If there is no employee in an identical classification in another department who can be replaced, the employee shall be allowed to exercise the employee's seniority by replacing the employee with the least seniority in another classification within the same department (if any) provided, however, that the employee must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule and provided, further, that the employee must have the greater seniority as seniority has been defined under Section 14.1 of this Agreement compared to the employee the employee is to replace. If there is no employee in another classification within the same department who can be replaced, the employee shall be allowed to exercise the employee's seniority by replacing the employee with the least seniority in another classification within another department (if any) provided, however, that the employee must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule and provided, further, that the employee must have the greater seniority as seniority has been defined under Section 14.1 of this Agreement compared to the employee the employee is to replace. The term "qualifications" for purposes of this Section of this Agreement shall be defined to include skill, ability, experience, training and work record. An employee shall be allowed to exercise the employee's seniority as provided in this Section of this Agreement as soon as the Employer can administratively handle the dislocation in a reasonable manner but in no event shall the employee be laid off more than three (3) days following displacement from the employee's regular classification before the employee is allowed to exercise the employee's seniority.

The City agrees to attempt to give employees affected by an indefinite layoff advance notice of such layoff unless unusual circumstances exist.

Section 15.4. Exceptions. Exceptions or deviations from the temporary layoff procedure set forth in Section 15.2 of this Agreement or from the indefinite layoff procedure set forth in Section 15.3 of this Agreement may be necessary or desirable in appropriate circumstances. Any

exceptions or deviations shall be subject to mutual agreement between the parties and as such may properly be made the subject of a special conference.

Section 15.5. Rate of Pay Applicable in Layoff Realignment. An employee who, due to a layoff realignment under the layoff provisions of Section 15.3 of this Agreement, is in a different job classification shall receive the straight time regular rate of pay in the new job classification pay range at the pay rate step which coincides with the pay rate step the employee was at in the employee's former job classification. Thereafter, the employee shall progress in pay rate within the established pay range in accordance with the procedures established under this Agreement.

Section 15.6. Recall and Recall Procedure. Recall to work from layoff for employees who have seniority with the Employer shall be accomplished by recalling the employee with the greatest seniority as seniority is defined in Section 14.1 of this Agreement in the particular job classification affected by the recall and thereafter further recalls to work shall follow the order of seniority in the job classification affected provided, however, that the recalled employee has the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule. The term "qualifications" for purposes of this Section of this Agreement shall be defined to include skill, ability, experience, training and work record. An employee who has seniority with the Employer and who is laid off from the employee's regular job classification shall have recall rights to the employee's regular job classification and must accept such recall when offered, subject to the performance and work schedule conditions established in this Section.

If an employee who has seniority with the Employer is laid off and on or prior to the effective date of such layoff the Employer has posted, distributed and/or otherwise given notice of the date of resumption of work, the employee shall report to work as provided in such notice.

When employees who have seniority with the Employer are recalled to work from a layoff in situations other than when the date of resumption of work was given prior to the effective date of the layoff, the Employer may attempt to telephone the employee first in an attempt to give the employee notification of recall. The notification of recall to work shall be confirmed by the Employer by certified mail or by telegram sent to the employee's last known address on file with the Employer. The confirmation of notification of recall by certified mail or by telegram shall be forwarded regardless of whether the employee was, in fact, contacted by telephone. If an employee fails to report for work within seven (7) days, excluding Saturday and Sunday, from the date of the postmark of the notice of recall sent by certified mail or the date of the telegram, the employee shall be considered a voluntary quit, unless excused for a reason satisfactory to the Employer. It shall be the employee's sole responsibility to keep the employee's current telephone number and mailing address on file with the Employer on the approved form and the Employer's reliance on these records shall mean that the Employer's obligations under this Section are fully satisfied.

TRANSFERS

Section 16.1. Transfer to Non-Bargaining Unit Position. If an employee is transferred from one bargaining unit recognized by the Employer to the bargaining unit covered by this Agreement, the employee's length of service with the Employer shall be recognized for the purpose of benefits provided for in this Agreement, except for pay, promotion, layoff and any other benefits or terms for which the employee may by State or Federal law be ineligible. Effective on the date of the transfer, the employee shall enter into the probationary period set forth under this Agreement and shall acquire seniority in this bargaining unit as provided for other employees under the provisions of this Agreement.

If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the unit within two (2) years the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees re-transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

Section 16.2. Movement of Work. The Employer agrees to discuss with the Union any movement of work not covered by this Agreement in order to protect the seniority of the employees involved. This subparagraph shall be limited to significant movements of work such as, by way of illustration but not limitation, relocation of one of the City's street department garages and shall not apply to day-to-day work assignments, temporary transfers, or minor reassignments of work.

Section 16.3. Temporary Transfers to a Different Job Classification. The Employer reserves the right to make temporary employee transfers from time to time to a different job classification as determined by the personnel and service requirements of the Employer. The Employer agrees that, as a general rule, temporary employee transfers to a different job classification shall not be made for the sole purpose of avoiding overtime pay under the provisions of this Agreement.

Employees who are temporarily transferred for a period of three (3) consecutive hours or less shall receive the straight time regular rate of pay of their regular job classification for the period of the temporary transfer.

Employees who are not designated as a "trainee" but who are not designated by the City as fully qualified for the temporary transfer job and who are temporarily transferred for a period of more than three (3) consecutive hours shall receive either the straight time regular rate of pay of their regular job classification or the straight time regular rate of pay in the new temporary transfer job classification pay range at the pay rate step which is immediately higher than the pay rate step the employee was at in the employee's regular job classification, whichever is greater, for the period of the temporary transfer.

Employees who are not designated as a "trainee" and who are designated by the City as fully qualified for the temporary transfer job and who are temporarily transferred for a period of

more than three (3) consecutive hours shall receive either the straight time regular rate of pay of their regular job classification or the straight time regular rate of pay in the new temporary transfer job classification pay range at the pay rate step which coincides with the pay rate step the employee was at in the employee's regular job classification, whichever is greater, for the period of the temporary transfer.

Section 16.4. Temporary Job Assignment or Transfer Within Same Job Classification. The Employer shall have the right to determine and make, from time to time, temporary job assignments and temporary job transfers for employees to any area or shifts or work schedules within their job classifications.

In situations where a temporary job assignment or job transfer for an employee within classification would involve assignment to a different shift as compared to the employee's normal work shift, the Employer agrees to first attempt to solicit volunteers from among employees who are considered and determined by the Employer as qualified and available. In the event that a sufficient number of volunteers are not obtained, the Employer agrees to make a good faith attempt to distribute temporary assignments to a different shift among employees who are considered and determined by the Employer as qualified and available on as reasonably equitable basis as practicable.

In situations where a temporary job assignment or job transfer for an employee within classification involves assignment to a different shift as compared to the employee's normal work shift and the temporary transfer is being made in order to cover a vacancy which is not due to a leave of absence or vacation, the Employer agrees to make a good faith attempt to secure a replacement employee for the vacancy within a reasonable period of time not to exceed six (6) months, unless unusual circumstances are involved and a longer period of time is therefore necessary.

It is expressly understood and agreed that temporary job assignment or job transfer for an employee within classification may be made for the sole purpose of avoiding overtime pay under the provisions of this Agreement. It is provided, however, that in situations where the temporary transfer involves assignment to a different shift as compared to the employee's normal work shift, the Employer agrees that such transfer, if made for the sole purpose of avoiding overtime pay under the provisions of this Agreement, shall be made only in cases where the temporary transfer or assignment is anticipated to be of four (4) or more workdays.

JOB POSTING AND BIDDING PROCEDURE

Section 17.1. Posting of Jobs. All vacancies occurring in existing permanent job positions or new permanent job positions shall be posted on the bulletin boards for eight (8) calendar days prior to ceasing to accept applications, and a copy provided to the Local Union President. Employees who have seniority and who are interested shall apply on a form provided by the Employer during the posting period.

It is provided, however, that when such a vacancy occurs and it is determined that there is no longer a need to have the work of that particular job position performed on the same basis, there shall be no obligation on the part of the Employer to post for bidding such vacancy.

Although the job posting and bidding procedures set forth in this Section and set forth in Section 17.2, Section 17.3 and Section 17.4 of this Agreement are applicable only to employees who have seniority, the Employer reserves the right in its discretion to allow probationary employees and/or non-bargaining unit employees to submit application for posted job positions. It is provided, however, that in situations where there are either no seniority bargaining unit employee bidders or there are no seniority bargaining unit employee bidders who are determined to be qualified, then the decision regarding whether to award a posted job position to a probationary employee or a non-bargaining unit employee or to fill the position from some other source is within the discretion of the Employer.

Definition of Vacancy. The term "vacancy" for purposes of this Section and any other Section of this Agreement shall be defined to mean a job position falling within the bargaining unit covered by this Agreement which the City has determined to fill or staff on a regular basis with an employee or employees. The determination to fill or staff a job position on a regular basis thereby creating a vacancy is reserved to the City within its sole discretion. Under no circumstances can a vacancy automatically occur. A vacancy is not created until such time as the City affirmatively decides to fill or staff with an employee or employees on a regular basis what was either a previously existing job position or what is a newly created job position. For example, a vacancy is not automatically created merely because an employee transfers out from what was a previously existing job position or because an employee is no longer employed by the City.

Section 17.2. Awarding of Jobs. Standard, oral, written and/or practical tests may be uniformly administered to determine the qualifications and ability of the applicants. Appointments shall be made on the basis of qualifications and ability and seniority. If the senior applicant(s) is denied the position, the applicant shall be advised in writing of the reasons for the denial. The Local Union President shall be provided a list of the names of those who bid for the job and to whom it was awarded. It is agreed that this Section shall continue to be applied and interpreted in accordance with the City's established practices.

The City shall determine the interviewing procedure and rating process to be utilized in assessing the qualifications and ability of an applicant or group of applicants. This includes determining the factors to be considered and the degree of weight to be assigned to those factors. If, as a result of the interviewing and rating process, two (2) or more applicants are assessed as equal, then the employee-applicant with the greatest seniority shall be awarded the job bid. For purposes of this Section, two (2) or more employee-applicants who, as a result of the interviewing and rating process, achieve a total numerical score that is within five percent (5%) of each other shall be assessed as equal.

Section 17.3. New Job Trial Period. An employee awarded the position shall have a maximum of one hundred eighty (180) days trial period to demonstrate the employee's ability to satisfactorily perform the work. During the trial period, the employee may be returned by the City to the employee's former position prior to the completion of the trial period. The decision to return an employee to the employee's former position is reserved to the City within its discretion, and the City's judgment in this regard shall not be subject to challenge unless it is asserted that the City's judgment was exercised for discriminatory or arbitrary reasons. The employee shall be advised in writing of the reasons for being returned to the former position. The Employer may, at any time during the trial period after the first thirty (30) days elect to permanently classify the employee in the new position. The employee may elect to return to the employee's former position during the first twenty (20) days of the trial period.

Section 17.4. Rate of Pay Applicable. In situations where an awarded position involves an employee transferring to a different job classification, then during the trial period, employees will receive the rate of pay for the job being performed which rate shall be the next higher rate for the new classification above the employee's present pay, but the new rate shall not exceed the rate due any employee of the new classification with the same number of years of service as the employee being promoted. In the event the employee's rate of pay before the transfer is equal or higher than the rate paid the new position for equal service time, the employee shall be paid the rate established for the new position for employees of equal service with the City.

TRAINING

Section 18.1. Training Programs.

- (a) The Employer may institute training programs to improve job skills, general knowledge and job safety, and to qualify employees for promotion to advanced positions. Employees shall be reimbursed for lost work time and all reasonable expenses incurred therewith.
- (b) Employees indicating a desire and selected on the basis of seniority and qualifications for training in the operation of a specific piece of equipment shall be designated in writing as a trainee for such purpose in addition to the employee's regular classification.
- (c) When selected, the employee shall be advised of the planned length of the training period. Prior to the expiration of the period the employee shall (1) be designated in writing as qualified to operate the specific piece of equipment or (2) be advised in writing with reasons therefore that his training on the piece of equipment has not progressed satisfactorily and the trainee designation has been terminated.
- (d) The designation of "qualified" shall not guarantee an employee a promotion to an advanced position. The failure to qualify on the operation of one piece of

equipment shall not prevent the employee from becoming a trainee on another piece.

Section 18.2. Tuition Reimbursement. The Employer will reimburse an employee for the cost of tuition for up to a maximum of three (3) adult education or university courses per calendar year, provided:

- A. The course is job related or reflects on improved job performance.
- B. The application for reimbursement is submitted and approved by the Personnel Director prior to enrollment in accordance with the advance notification requirement established in this paragraph. The City's budget for the fiscal year is usually finalized in the month of December following a six (6) month budgetary process and, therefore, in order for an application to be eligible for consideration, an employee seeking further education under this Section is required to submit the application for approval to the Personnel Director no later than June 1st of the current year.
- C. A grade of "C" or better is attained on adult education or undergraduate work and a grade of "B" or better is attained on graduate work.
- D. In the event the employee is receiving the cost of the tuition from another source, the employee shall be reimbursed for required text books if not subject to reimbursement from another source in accordance with A, B and C above.
- E. Upon completion of the course, the grade received and proof of tuition payment must be submitted.

When evaluating for approval or disapproval employee applications for tuition reimbursement, the Personnel Director shall apply the following criteria and guidelines in determining whether the application satisfies the requirement of being "job related:"

- 1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job.
- 2. The course must provide a direct and obvious benefit to the employee for the performance of the employee's required duties with the City.
- 3. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting forth the manner in which the course is directly related to the employee's job with the City.

WORKING HOURS AND PAY PERIODS

Section 19.1. Workweek - Workday - Work Shift. The established workweek shall start at 12:00 a.m. each Sunday and end at midnight, the following Saturday. Pay periods for the hourly employees shall end at midnight Saturday.

The regular work schedule shall consist of five (5) eight (8) hour days or forty hours a week, with a maximum of eight (8) consecutive hours in any one (1) day.

The particular days that are included in an individual employee's regular work schedule shall be as determined by the City in accordance with the requirements and needs of the Department or area within which an employee is working.

STARTING AND REPORTING TIME

Section 20.1. Shift Schedules. Starting time shall be the beginning of each scheduled shift. Any change in established shift hours shall be mutually agreed to by the employee or employees affected and the City. It is expressly understood and agreed that this restriction on changes in established shift hours applies only to changes in the City's established periods of time for the City's various work shifts and does not apply to changes in work shift starting time for an employee due to an employee's transfer or assignment to a different work shift, such as first (1st), second (2nd) or third (3rd) shift.

Section 20.2. Shift Preference. In situations where the Employer has established and operates more than one (1) regular shift on a permanent basis and a vacancy occurs in a permanent job position which is intended to be filled by the Employer, shift preference rights based on seniority shall be allowed to be exercised by other employees who may be permanently classified and working in the same job classification and same department within which the vacancy occurs, provided any such employees indicate a desire to exercise shift preference rights. The question of whether a probationary employee may have the opportunity to exercise shift preference rights in the same manner as permanently classified employees under this Section shall be within the sole discretion of the Employer. In situations where an employee's special skills, experience, qualifications or training are needed on a particular shift and such employee desires to exercise shift preference rights to which the employee may be entitled under this Section, the Employer reserves the right to retain the employee on the employee's current shift for a reasonable period of time in order to afford the Employer a period of time within which to insure that another employee will be available on that particular shift who has the necessary special skills, experience, qualifications or training. As a means of determining whether any eligible employees wish to fill a vacancy under the provisions of this Section, the Employer may elect to either post the vacancy pursuant to the job posting and bidding procedure established in this Agreement or to utilize some other procedure for determining the desires of employees who may be eligible for the exercise of shift preference rights.

For purposes of clarification, the provisions of this Section shall be interpreted to mean that shift preference rights based on seniority are available to all employees working in the same classification and department in situations when the City establishes and implements a non-temporary restructuring or reorganization of one (1) or more regular shift schedules within the department and classification. The exercise of such shift preference rights shall be subject to the exception where an employee's special skills, experience, qualifications or training are needed on a particular shift.

Section 20.3. Rest Periods. Employees shall be allowed one (1) coffee break not to exceed fifteen (15) minutes during each four hour work period.

OVERTIME

Section 21.1. Premium Pay for Overtime Work. Overtime compensation shall be paid as follows:

A. All hours worked in excess of eight (8) hours in one (1) day - time and one-half.

B. Hours worked on a Saturday - time and one-half, provided the employee worked all of the employee's scheduled hours in the normal workweek immediately preceding the Saturday, provided, however, that absence from work during the normal workweek that is paid time off shall not be considered as a basis for disqualifying an employee from Saturday overtime pay under this paragraph.

Exception and Clarification. Saturday overtime pay under this paragraph only applies to an employee whose work schedule does not include Saturday as part of the normal schedule. Employees whose normal work schedule includes Saturday are not entitled to Saturday overtime pay and such employees shall be paid at straight-time hourly rate for working regularly assigned hours and shifts on Saturday.

C. Hours worked on a Sunday - double time.

Exception and Clarification. Sunday overtime pay under this paragraph only applies to an employee whose work schedule does not include Sunday as part of the normal schedule. Employees whose normal work schedule includes Sunday are not entitled to Sunday overtime pay and such employees shall be paid at straight-time hourly rate for working regularly assigned hours and shifts on Sunday.

Section 21.2. Overtime Work. For the purpose of determining hours worked, authorized paid vacation, paid sick leave, and paid holidays shall be considered time worked. Employees shall work a reasonable amount of overtime when so directed by their supervisor.

Section 21.3. Temporary, Seasonal, Casual and Part-Time Employees. Temporary, seasonal, casual and part-time employees shall be allowed to perform overtime work when the overtime work involved is an immediate extension beyond the end of the normal shift and was being performed by such employees during the normal shift. It is provided, however, that in situations where both regular full time and temporary, seasonal, casual and part-time employees are working together in the same crew on the same job and that job extends beyond the end of the normal shift and the overtime work requires less than the original crew, then the regular full time employee or employees in the crew shall be given the opportunity to perform the overtime work.

Temporary, seasonal, casual and part-time employees shall also be allowed to perform overtime work at any time when an emergency situation exists in the department affected.

Temporary, seasonal, casual and part-time employees shall also be allowed to perform overtime work at any time when regular full time employees within the department affected who are presently qualified are not available or have first been offered the overtime work opportunity and refused. It is provided, however, that in the case of the Laborer classification, the City agrees to first offer the overtime work opportunity to employees who may be employed in the Laborer classification in other departments of the Employer.

Section 21.4. No Duplication or Pyramiding. There shall be no duplication or pyramiding of overtime hours or pay or premium pay under any Section of this Agreement. This prohibition on duplication or pyramiding shall be interpreted to mean that to the extent that hours are compensated for at an overtime pay rate or premium rate under one provision of this Agreement, such hours shall not be counted as hours worked in determining overtime pay rates or premium rates under the same provision or any other provision of this Agreement.

EQUALIZATION OF HOURS

Section 22.1. Overtime Work Distribution Equalization.

(a) Extra hours during periods of overtime operation should be distributed among employees in the same classification within the same department as far as reasonably practicable. It is provided, however, that this distribution of overtime work on a reasonably practicable basis shall not apply to work requiring a special skill, ability, training, or experience which is not shared by all employees in the particular classification. Employees performing such overtime work requiring a special skill, ability, training or experience shall, however, be charged with the amount of overtime hours worked for purposes of distribution. It is also recognized that in situations involving overtime work beyond the regular shift such overtime work shall be performed by the employee or employees who performed the work during the regular shift. Information concerning distribution of overtime work hours shall be available upon request to the specific department and shall be posted bi-weekly on the bulletin boards so that employees involved may check their standing. When an employee is offered overtime work but refuses the offer, or when an employee trades off an assignment and that assignment results in overtime work

being performed, the employee shall be charged as if the employee had worked for purposes of distribution. If an employee accepts an overtime work assignment and fails to report, unless excused for a reason satisfactory to the Employer, the employee shall be charged with double the amount of overtime hours the employee would have worked for purposes of distribution. Employees who are assigned overtime work who refuse the assignment and employees who accept an overtime work assignment and fail to report and work the assigned hours shall be subject to disciplinary action separate and apart from any charging of hours for purposes of distribution under this Section. Overtime work distribution will be computed from January 1st through December 31st each year and at the completion of this twelve (12) month period of time, employees shall be placed at zero (0) hours for the commencement of the next yearly period of time. Questions regarding overtime work distribution shall be discussed by the parties as they arise and if a remedy is deemed appropriate, such remedy shall be limited to balancing. The record of overtime hours shall be maintained on a mutually agreed upon form.

(b) In case of a new hire or an employee who bids into another classification, the number of overtime hours charged to the employee in the new classification will be the average number of such hours then charged to all other employees in the new classification.

(c) Whenever an employee is on a leave of absence, or sick leave, for a duration of eighty (80) normally scheduled working hours or more, the employee upon return from such leave shall be placed back into the employee's classification and charged with the average number of overtime hours worked during the employee's absence for purposes of distribution.

(d) It is expressly understood and agreed that employees who wish to be considered eligible for performance of overtime work must have on file with the Employer, the employee's current telephone number or some other telephone number at which the employee can be reached after regular working hours. Failure to have such telephone number on file shall mean that the employee is not eligible to participate in the equalization or distribution of overtime work or work outside of regular working hours.

CALL AND STANDBY PAY

Section 23.1. Call Back. An employee called back to work outside of regular working hours shall receive compensation as provided below:

1. For call in early before scheduled shift - time and one-half; and if prior to 7:00 a.m., a break for breakfast.
2. Other - three hours minimum at time and one-half.
3. Any employee who works overtime for a duration of four (4) hours or more and the overtime is also continuous of the normal working period, shall receive a non-paid meal break and further shall receive reimbursement from the City for up to

a maximum of six dollars (\$6.00) for the cost of a meal, provided that no advance notice of the overtime work is given to the employee at least one (1) hour or more prior to the start of the employee's normal working period. If notice of the overtime work is given to the employee prior to the start of the employee's normal working period, then there shall be no reimbursement for the cost of a meal.

Section 23.2. Standby. Employees on standby time, by Supervisor's request shall be compensated at the rate of one (1) hour's pay for standby Monday through Thursday, one and one-half (1-1/2) hours pay for after work Friday to 8:00 a.m. Saturday, one and one-half (1-1/2) hours pay for after work to 8:00 a.m. preceding a holiday, four (4) hours from 8:00 a.m. Saturday to 8:00 a.m. Sunday and four (4) hours from 8:00 a.m. Sunday to 8:00 a.m. Monday and holidays. Standby is to be rotated among all full time employees within the department. If worked, standby time plus actual time worked shall be paid. It is agreed that this Section shall continue to be applied and interpreted in accordance with the City's Departmental established practices.

HOLIDAYS

Section 24.1. Holiday Pay for Regular Full Time Employees. All regular full time employees who have acquired at least ninety (90) days of employment shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premium pay, for each of the following eight (8) paid holidays recognized under this Agreement and shall receive four (4) hours pay at their straight time regular rate of pay, exclusive of all premium pay, for the following one-half day holiday recognized under this Agreement, provided the employee is eligible under the rules established in this Agreement.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Good Friday (1/2 Day)	

The reference to "exclusive of all premium pay" set forth in this Section does not include separate hourly add-ons to an employee's hourly pay rate received pursuant to the License or Certificate and Special Premium Schedule set forth in Section 37.1 of this Agreement.

Section 24.2. Holiday Pay Eligibility. Regular full time employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must be a regular full time employee and must have been employed ninety (90) days as of the date of the recognized holiday.

(b) The employee must work all of the scheduled hours assigned to the employee pursuant to the applicable City work schedule or as otherwise needed on the last scheduled day before the recognized holiday and on the first scheduled day after the recognized holiday, unless the failure of the employee to work one or both of these qualifying days is due to an absence for which the employee is entitled to receive regular pay from the City.

(c) An employee who is on layoff or on any type of leave of absence or on non-active working status of any kind as of the date of the recognized holiday shall not be entitled to holiday pay.

(d) If an employee is absent on an authorized vacation and a recognized holiday falls within the employee's authorized vacation, the employee shall have the option of receiving holiday pay for which the employee is otherwise eligible or receiving an additional paid day to be taken in conjunction with the authorized vacation period.

(e) An employee who is scheduled to work pursuant to the applicable City work schedule on a recognized holiday or who otherwise agrees to work on a recognized holiday but fails to report and work all of the scheduled hours shall not be entitled to holiday pay.

(f) When recognized holidays occur on Sunday, then Sunday will be considered and observed as the recognized holiday for purposes of this Agreement. When recognized holidays occur on Saturday, then Saturday will be considered and observed as the recognized holiday for purposes of this Agreement.

(g) Holiday Definition. The hours of a recognized holiday for purposes of this Agreement shall be defined as the twenty-four (24) hour period for the calendar day on which the recognized holiday occurs. This definition applies regardless of what may be an employee's normal work shift schedule.

Section 24.3. Holiday Work. A regular full time employee who actually works on a holiday recognized under this Agreement as part of the employee's regular work schedule shall receive double time the employee's straight-time regular rate of pay for hours actually worked and in addition shall receive the holiday pay benefit set forth in Section 24.1 of this Agreement, provided the employee is eligible for the holiday pay benefit under the conditions and qualifications established in Section 24.2 of this Agreement. It is provided, however, that in lieu of receiving the holiday pay benefit, an eligible employee may elect to receive a paid day off on a future date determined and designated by the City.

A regular full time employee who actually works on a holiday recognized under this Agreement and such holiday is not part of the employee's regular work schedule shall receive double time the employee's straight-time regular rate of pay for hours actually worked and in addition shall receive the holiday pay benefit set forth in Section 24.1 of this Agreement,

provided the employee is eligible for the holiday pay benefit under the conditions and qualifications established in Section 24.2 of this Agreement.

VACATIONS

Section 25.1. Paid Vacation and Eligibility. Employees with more than one year's seniority shall be eligible for vacation leave as provided below. Vacation shall accrue to a maximum of thirty (30) days (except employees who earn twenty-five (25) days each year may accrue thirty-five (35) days) as of each December 31 on a pro-rata basis from month to month. In order for an employee to be eligible to accrue vacation time for any particular month, the employee must have worked fifteen (15) or more days or one hundred twenty (120) hours in that month. For purposes of this eligibility requirement, non-worked hours for which an employee who is eligible receives regular pay from the City shall be included in calculating the one hundred twenty (120) hours. Failure to meet this eligibility requirement in a particular month or months will result in a reduction of the vacation benefit for which the employee would otherwise have been entitled.

<u>Years of Employment</u>	<u>Annual Days Vacation Earned</u>
1 year through 6 years	10 days
7 years through 12 years	15 days
13 years through 20 years	20 days
21 years and more	25 days

The exact timing of vacations will be subject to approval of Department Heads in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify the Department Heads of proposed vacation periods as far in advance as possible. Where a conflict develops between requested vacation periods and an adequate departmental work force, seniority shall be the determining factor as to which employees may exercise preference in choosing a desired vacation period, provided the request is made at least ninety (90) days in advance of the desired vacation period.

Section 25.2. Vacation Pay. Vacation pay shall be computed at the employee's straight time hourly rate, exclusive of shift or other premiums, received by the employee during the time the vacation is taken.

Section 25.3. Vacation Requests. All employees must file written application for vacation at least seven (7) days in advance of the days requested. If two (2) or more employees make application for the same period, seniority will be the determining factor. Employees should list second and third choice vacation periods on such applications. The minimum increments that may be taken by an eligible employee for vacation leave are either four (4) hour increments or eight (8) hour increments.

One (1) Day Vacation Requests. Employees desiring only one (1) day or less of vacation leave must submit a written request to their supervisor at a minimum sometime during their shift the work day prior to the desired day off. Any scheduling of such vacation leave shall be subject to mutual agreement between the employee and the employee's supervisor and Department Head, taking into consideration the personnel and service requirements of the Employer and efficiency of operations.

Section 25.4. Voluntary Separation. Upon voluntary separation of any employee from the service of the City other than by leave of absence, the employee shall be paid at the time of separation for the unused portion of the employee's accumulated vacation earned prior to December 31st last preceding separation and paid for leave subsequently earned thereafter, provided the employee shall have given two (2) weeks prior notice of the separation.

SICK LEAVE

Section 26.1. Use of Sick Leave. A seniority employee who is ill and who advises the employee's department head sometime prior to the time the employee is scheduled to work will be granted sick leave. Unless other arrangements are made with the Department Head, such notice shall be given daily. Every sick leave in excess of seven (7) calendar days must be supported by a doctor's statement. Every employee returning from sick leave after being under a doctor's care shall submit the written approval of the doctor to return to work prior to the performance of any duties and in all cases of returning to work from sick leave, the City may as it deems appropriate require a return to work examination. Paid sick days for eligible employees may only be used in minimum multiple units of two (2) hours, provided, however, employees may utilize paid sick leave time in hourly units of one (1) hour or more for the purpose of doctor or dental appointments and any fractions of an hour will be charged as a full hour.

Section 26.2. Accumulation Rate. A full time employee will accumulate one (1) day of sick leave with pay for each month in which the employee works fifteen (15) or more days or one hundred twenty (120) hours. Probationary employees accumulate sick leave; however, no sick leave may be taken or used until the probationary period is completed.

Section 26.3. Maximum Accumulation. There will be a limit of two hundred (200) sick leave days with pay that a full time employee may accumulate.

Employees Hired on or after January 1, 1982. Employees who are employed by the City on or after January 1, 1982, in the bargaining unit covered by this Agreement shall have the accumulation of sick leave days limited to one hundred and fifty (150) paid sick leave days.

Section 26.4. Use of Paid Vacation. Should an employee's period of illness extend so that the employee's accumulated sick days are all used, the employee may make written request for any vacation pay that may be due the employee under the vacation provisions of this Agreement, which shall be paid bi-weekly on the basis of an eighty (80) hour pay period.

Section 26.5. Death or Retirement. In the event of death or retirement an employee or the employee's estate shall be compensated for one-half the employee's accumulated sick leave up to a maximum of one hundred (100) days with payment to be based upon the employee's rate of pay at the time employment ceased. For purposes of this Section, an employee shall be considered to be retiring if the employee immediately receives pension benefits, has attained age fifty-five (55) and is eligible for deferred retirement benefits or terminates employment after reaching age sixty-two (62).

Section 26.6. Abuse of Sick Leave. If the City has cause to suspect that there is an abuse of the paid sick days policy, or if there is a pattern of absences, or if there is a pattern of absences which result in extended weekend or holiday periods, the Employer reserves the right to require proof of sickness or accident or any continuance thereof through a physician's certificate or other substantiation acceptable to the City as a condition for receiving any paid sick days. Any abuse of the paid sick days policy shall be subject to disciplinary action up to and including discharge.

The City also reserves the right to require an employee to execute an affidavit setting forth the nature and duration of the sickness or accident. Falsification in connection with any physician's certificate, other substantiation or affidavit shall be deemed just cause for discharge.

Section 26.7. Sick Pay Calculation. Pay for all time granted under the sick leave provisions of this Agreement shall be at the employee's straight time rate (or salary) not to include shift or overtime premiums.

Section 26.8. Immediate Household and Family. Sick leave not to exceed twelve (12) days per year shall be allowed in the event of illness in the employee's immediate household and the employee's immediate family subject to the approval of the Department Head. Immediate family for purposes of this Section shall be defined as spouse, child, parent, parent of current spouse, sister, brother, grandparent or any relative living under the employee's roof. The use of paid sick leave for this purpose shall be subject to the same terms and conditions as are applicable to the use of paid sick leave for an employee's own sickness or accident.

Section 26.9. Disciplinary Action. Conclusive evidence after a written reprimand that an employee is misusing sick leave shall be grounds for dismissal. It is provided, however, that the City may, in its discretion, determine that dismissal will not be imposed and in lieu thereof impose lesser disciplinary action as determined by the City.

Section 26.10. Worker's Compensation. A full time or part-time employee injured on the job may apply prorated paid sick leave which has been accumulated and credited to make up the difference between the worker's compensation benefits received and the employee's regular gross earnings minus federal, state and local income tax, F.I.C.A. tax and retirement contributions.

As indicated above in this Section, in situations where an employee experiences a job related injury which is covered by worker's compensation benefits, the employee may request the

prorated use of any earned but unused paid benefit time for which the employee may be entitled in order to make up the difference between the worker's compensation benefits received and the employee's regular net pay. If the use of such accrued benefit time is requested, paid sick leave shall first be applied, and when that is exhausted, any other accrued paid benefit time may be applied, and in an accrued benefit time "exchange" situation involving an employee's worker's compensation benefits, the exchange shall first be applied to the other paid benefit time and then to paid sick leave. In situations where the leave occurs near the end of the calendar year and it is not possible for the employee to fully apply or use accrued but unused paid vacation time and/or accrued but unused paid personal leave time by the close of the calendar year, the Employer agrees to continue for the term of this Agreement its established practice for addressing these types of special circumstances.

OTHER LEAVES OF ABSENCE

Section 27.1. General Requirements.

- (a) An employee must be a regular full time seniority employee in order to be eligible for any type of leave of absence.
- (b) An employee accepting employment or being self-employed while on any leave except vacation, military or education leave shall be discharged.
- (c) An employee giving false information to obtain a leave of absence shall be discharged.
- (d) An employee on a leave of absence shall be subject to lay-off in accordance with the provisions of this Agreement and shall be notified by the City by certified mail addressed to the last known address of the employee.
- (e) An employee on leave of absence may make arrangements for payment of all insurance benefits.

Section 27.2. Personal Leave.

- (a) A leave of absence without pay may be granted seniority employees for personal reasons not to exceed thirty (30) days. Such leave shall be subject to the approval of the City Manager and they may be renewed for further periods of up to ninety (90) days providing extenuating circumstances exist.
- (b) An employee shall be required to state the exact reason for such leaves and the stated reasons shall appear on the leave form.

Section 27.3. Military Leave.

(a) Any seniority employee who enters into the active service of the Armed Forces of the United States will be granted a leave of absence for the period of such active service. Upon termination of such service such employee shall be offered re-employment in accordance with the terms of the applicable Selective Service Act provided:

1. The employee has received an honorable discharge or the employee has been relieved from active duty under honorable conditions.
2. The employee is physically able to perform a job.
3. The employee reports for work within 90 days of the discharge or release from active duty or release from hospitalization continuing after discharge or release.

(b) Seniority employees who belong to the National Guard, Officers Reserve Corps or a similar military organization will be allowed the normal fifteen (15) days leave of absence without pay when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less. If the employee takes military leave during the employee's vacation, the employee will receive full pay.

Section 27.4. Education Leave. The City Manager may authorize an educational leave without pay for a period of not more than one year.

Section 27.5. Illness, Injury and Medical Leave. A medical leave of absence for illness, injury or medical, including pregnancy, shall be granted to employees with seniority upon proper application subject to the Employer's right to require medical proof or other verification acceptable to the Employer. If paid sick time or worker's compensation benefits are either exhausted or not available, an eligible employee may also request and receive other accrued paid benefit time to which the employee may be entitled. The Employer may request at any time as a condition of continuance of any medical leave of absence, proof of continuing disability or sickness.

An employee shall be entitled to be on a medical leave of absence under this Section for a period of not more than sixty (60) days. Additional extensions of up to thirty (30) days of time may be granted upon proper application and subject to the Employer's right to require medical proof or other verification acceptable to the Employer.

- (a) For medical leave of absence not covered by worker's compensation benefits, an employee may be on leave under this Section for a period of not more than twelve (12) months after which time the employment relationship shall terminate. The twelve (12) months shall be defined as commencing on the first date of the leave that the employee does not receive pay in the form of accrued benefit time either because (1) the paid benefit time has been exhausted or is not available, or

because (2) the employee has elected not to request and utilize all or part of the employee's paid benefit time.

- (b) For medical leave of absence due to injury on the job and which is covered by worker's compensation benefits, an employee may be on leave under this Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have hospitalization insurance and term life insurance premiums paid by the City for a maximum period of two (2) years or for the number of full months of seniority with the City acquired by the employee at the time of the injury, whichever is the lesser.

Employees are required to notify the Employer of any condition which will require a medical leave of absence under this Section supported by a physician's certificate showing the date for commencement of such leave and the required return to work date. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a medical leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance, job responsibilities, personal health needs and safety must be satisfactorily maintained. An employee desiring to return to work from a medical leave of absence under this Section must present a physician's certificate indicating that the employee is physically and medically able to return to work and to satisfactorily perform the employee's job or present other verification acceptable to the Employer.

In situations where an employee's physical, medical or mental condition raises a question as to the employee's capabilities to satisfactorily perform the employee's job, or the safety of the employee or others, the Employer may require a fitness for duty medical examination and certificate from the employee's physician and/or require the employee to take a leave of absence, provided, however, that this right shall not prohibit the Employer from taking any other action as may be deemed appropriate under the circumstances. If the Employer thereafter still questions the employee's condition, the Employer may require a second fitness for duty medical examination and opinion paid for by the Employer by an Employer-selected physician and/or require the employee to take a leave of absence, provided, however, that this right shall not prohibit the Employer from taking any other action as may be deemed appropriate under the circumstances.

In any situation involving the granting of a leave of absence under this Section or the continuance of a leave of absence or the return to work from a leave of absence where medical proof or substantiation or approval is required, the Employer, in all cases, reserves the right to require a second medical examination paid for by the Employer by an Employer-selected physician.

Failure to provide any statement, certificate, substantiation or notification as may be required under this Section may, as determined by the Employer, disqualify an employee from consideration for a medical leave of absence.

Any leave of absence time (paid or unpaid) taken by an employee for certain family or medical reasons pursuant to Section 27.10 of this Agreement shall be counted as part of and credited against the maximum amounts of leave time set forth in this Section.

Section 27.6. Administrative Leave.

(a) The Union shall be granted a total of five (5) working days each calendar year, with pay for the administration of Union business. Such leave shall be limited to Union officers, stewards and negotiating committee members. Such leave shall be approved by the Local Union President and the City Manager.

(b) Members of the Union elected to Union positions to do work which takes them from their employment with the Employer may, at the written request of the Union, receive temporary leaves of absence without pay and without benefits for the term of office. Such temporary leaves of absence are subject to receiving the approval of the Local Union President and receiving the approval of the City Manager. In situations where such temporary leaves of absence are approved, the City may elect to not fill the position or may elect to fill the position in any manner deemed appropriate by the City.

Section 27.7. Jury Duty Leave and Pay. An employee with seniority who is summoned and reports for jury duty shall be granted a jury leave of absence with pay for such period. An employee granted a leave of absence under this Section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for each day (up to a maximum of thirty (30) days unless held over by the court) spent performing jury duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay, and the amount paid by the Court as a daily jury fee. In order to receive payment under this Section an employee must give the Employer prior notice as far in advance as possible that the employee has been summoned for jury duty and the employee must furnish satisfactory evidence that jury duty was performed at the summons of the Court for the days the employee claims jury duty pay. An employee who is summoned by the Court for jury duty but who does not serve as a juror must report for work promptly after being excused.

Section 27.8. Bereavement Leave and Pay. Upon request, an employee will be granted a leave of absence with pay for up to a maximum of three (3) days that the employee is otherwise scheduled to work following the date of death of a member of the employee's immediate family in order to attend the funeral and take care of other necessary arrangements. The maximum of three (3) scheduled days for which an employee may request and receive pay provided in this Section may include the date of death. Immediate family shall be defined as spouse, child, parent, parent of current spouse, sister, brother, grandparent or any relative living under the

employee's roof. At the request of an employee, special circumstances not falling within the scope of this definition of immediate family shall be given consideration by the City on an individual ad hoc basis. The maximum of three (3) scheduled days for which an employee may request and receive pay provided in this Section must be scheduled working days of the employee occurring within five (5) calendar days following date of death. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay, exclusive of all premium pay, on the days for which paid leave is granted. The maximum of three (3) scheduled days for which an employee may request and receive pay provided in this Section shall not be deductible from the employee's accumulated paid sick days. Additional paid leave for travel purposes may be granted with the approval of the City Manager which shall be charged against the sick leave record of the employee.

Upon request, an employee will be granted a leave of absence with pay for up to a maximum of one (1) day that the employee is otherwise scheduled to work following the date of death of the employee's sister-in-law or brother-in-law in order to attend the funeral and take care of other necessary arrangements. The maximum of one (1) scheduled day for which an employee may request and receive pay provided in this Section may include the date of death. The maximum of one (1) scheduled day for which an employee may request and receive pay provided in this Section must be a scheduled working day of the employee occurring within five (5) calendar days following date of death. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay, exclusive of all premium pay, on the day for which paid leave is granted. The maximum of one (1) scheduled day for which an employee may request and receive pay provided in this Section shall not be deductible from the employee's accumulated paid sick days. Additional paid leave for travel purposes may be granted with the approval of the City Manager which shall be charged against the sick leave record of the employee.

Section 27.9. Paid Personal Days. Each employee with two hundred seventy (270) days continuous service prior to January 1 shall be credited with four (4) personal leave days which may be used for personal business during the succeeding twelve (12) months. Such leave may not be accumulated nor paid for upon termination of employment. Employees with less than two hundred seventy (270) days service on January 1 will be credited with three (3) days for one hundred eighty (180) to two hundred seventy (270) days.

The pay for a personal day shall be equal to the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the employee's Department Head taking into consideration the personnel and service requirements of the Employer and efficiency of operations. The minimum increments that may be taken by an eligible employee for a paid personal day are hourly units of one (1) hour or more up to a maximum of eight (8) hours and any fractions of an hour will be charged as a full hour.

Section 27.10. Family and Medical Leave. In accordance with federal law, employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the immediately preceding twelve (12) month period and who work at a site where at least fifty (50) employees are employed by the Employer within seventy-five (75) miles are eligible for leaves of absence for any one, or more, of the following reasons:

1. Birth of the employee's child and subsequent post-birth care.
2. Placement of a child with the employee for adoption or foster care.
3. To care for the employee's spouse, son, daughter, or parent who has a **serious health condition**.
4. For a **serious health condition** that makes the employee unable to perform the employee's job.

An eligible employee is entitled to a maximum total of twelve (12) workweeks of family or medical leave during a rolling twelve (12) month period measured backward from the date an employee uses any leave. If an employee's spouse is also employed by the City, the total amount of leave available for both the employee and spouse combined together is twelve (12) weeks, subject to certain exceptions.

(a) Requests for Leave and Medical Certification. Employees desiring leaves of absence under this Section shall provide written notice to the City setting forth the reasons for the requested leave, whether the requested leave is for a consecutive period of time or on an intermittent basis (several blocks of time or reduced work schedule), the anticipated start date of the leave and its anticipated duration. If the need for leave is foreseeable, the employee is required to provide the written notice to the City at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee is required to provide written notice as far in advance as practicable.

A request for leave to care for the employee's spouse, son, daughter, or parent who has a **serious health condition**, or a request for leave due to the employee's own **serious health condition** that makes the employee unable to perform the employee's job, must be supported by a medical certification issued by the health care provider of the employee or the employee's family member. If the City has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the City's expense from a health care provider of the City's choice. If the opinions of the employee's and the City's designated health care providers differ, the City may require the employee, at the City's expense, to obtain medical certification from a third health care provider designated or approved jointly by the City and the employee. The

City shall have the right to require medical recertifications at reasonable intervals during the leave, at the City's expense.

(b) Paid Benefit Time Applied to Leave. Any leave granted under this Section shall be with pay only to the extent that the employee has available any earned but unused paid benefit time. If the employee has available any earned but unused paid benefit time, such benefit time may be applied to the leave at the employee's option. The City reserves the right to determine the sequence (if any) within which various types of unused paid benefit time are applied to the leave.

(c) Health Benefits During Leave. While on family or medical leave, an employee's coverage under the City's group medical health program shall be continued (unless the employee declines) on the basis and conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Arrangements must be made with the City for payment by the employee during the leave of any cost shared by the employee under the medical program.

(d) Return From Leave. On return from family or medical leave, an employee shall ordinarily be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of a physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a **serious health condition** that made the employee unable to perform the employee's job are required to obtain and present medical certification from the health care provider that they are fit for duty and able to return and perform their work. This medical certification must be submitted to the City at the time the employee seeks reinstatement at the end of the leave, and failure to provide a satisfactory certification may, as determined by the City, result in denial of reinstatement until the requirement is satisfied.

During the leave, the City shall have the right to require a report from the employee from time to time regarding the employee's status and intent to return to work. The City, depending on the circumstances, shall have the right to recover medical benefit program costs paid by the City to maintain coverage for an employee who fails to return to work from leave.

The provisions of this Section are intended to implement the federal Family and Medical Leave Act of 1993 (FMLA). Further details governing this type of leave are explained in the FMLA and the federal regulations issued thereunder. The provisions of this Section, the FMLA and federal regulations shall take precedence and be deemed to govern in case of conflict with any other provisions of this Agreement.

RULES AND REGULATIONS

Section 28.1. Rules and Regulations. The City shall make such reasonable work rules and regulations under its Employee Conduct and Disciplinary Action Policy, not in conflict with this Agreement, as it may from time to time deem necessary for the purpose of maintaining order, safety and for effective operation of the various City departments. Any changes to existing work rules or regulations (including establishment of new work rules or regulations) in the City's Employee Conduct and Disciplinary Action Policy shall be presented in writing to the Local Union President (or other designated employee representative of the Union) at least seven (7) days prior to implementation. Upon the request of either party a special conference shall be held to discuss the changes or new rule or regulation. The Union reserves the right to question the reasonableness of any work rule or regulation.

The City's right to establish reasonable rules and regulations which it shall deem proper includes by way of illustration and not by way of limitation, safety rules and regulations, substance abuse policies, smoking rules, operational procedures, general personnel policies and procedures.

PART-TIME EMPLOYEES

Section 29.1. Part-Time Employee Benefits. Part-time employees (an employee regularly scheduled to work twenty (20) or more hours per week) shall be entitled to vacation, sick leave, holidays and funeral leave which shall accrue at a rate equal to one-half (1/2) of the rate of full time employees with a like date of original hire and continuous employment. In an emergency, the City Manager may grant additional leave without pay.

Section 29.2. Part-Time Employee Pay. Part-time employees shall be entitled to pay rate increases as provided in this Agreement, but shall first have been continuously employed for twice the time interval provided in each pay step.

LIFE AND HOSPITALIZATION INSURANCES

Section 30.1. Life Insurance. The Employer will provide all eligible permanent regular full time employees with seniority who usually work forty (40) or more hours per week on a continuous basis fully paid group term life insurance. The amount of the life insurance shall be equal to one (1) times the employee's straight time regular rate of pay, exclusive of all premium pay, for two thousand and eighty (2080) straight time hours per year rounded to the nearest one thousand dollars (\$1,000.00). The group term life insurance program becomes effective for eligible employees the first (1st) day of the month following completion of an employee's probationary period. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group term life

insurance program coverage shall terminate as of the date the quit, termination or layoff occurs. In the event that an employee is on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the leave of absence occurs, provided, however, that the group insurance program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required premiums. Other specific terms and conditions governing the life insurance program are set forth in detail in the master policies issued by the insurance carrier or carriers. The Employer reserves the right to select all life insurance carriers.

Section 30.2. Hospitalization - Surgical - Medical Insurance. During the term of this Agreement, the Employer agrees to make available a group hospitalization benefit program, approved by the Employer, for eligible permanent regular full time employees who are scheduled to work thirty (30) or more hours per week on a continuous basis and who elect to participate covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The benefit program shall be on a voluntary basis for eligible employees. No employee shall be eligible to participate in the group benefit program if the employee is covered by other programs for the same purposes. The Employer agrees to contribute one hundred percent (100%) of the required cost for employee-only coverage and eligible dependent coverage under the benefit program for eligible employees who elect to participate. Specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program. The Employer reserves the right to determine the method of providing the group benefit program including the right to establish or participate in self-insured, self-funded, preferred provider or other managed care systems or arrangements, the right to select third-party administrators and the right to select any insurance carrier or carriers, provided current benefit levels remain substantially equivalent.

The group benefit program becomes effective for eligible employees no later than the first (1st) day following completion of thirty-one (31) days of employment. The Employer's obligation for payment of the Employer's share of the required cost of the benefit program becomes effective no later than the month which commences the first (1st) day of the month following completion of the thirty-one (31) days of employment. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group benefit program shall continue in effect until the end of the last day of the month in which the quit, termination or layoff occurs and thereafter the employee may elect to continue coverage at the employee's full cost in accordance with applicable law allowing continuation under certain circumstances for a specified period of time. In the event that an employee is on leave of absence (other than military leave of absence for active duty and other than family and medical leave), the group benefit program shall continue in effect until the end of the last day of the month in which the leave of absence occurs, provided, however, that the group benefit program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required cost of the benefit program. In the event that an employee is on military leave of absence for active duty the group benefit program shall terminate thirty (30) days following the date the leave of absence occurs. In the event that an employee is on family

and medical leave of absence (FMLA) the group benefit program shall continue in effect in accordance with Section 27.10 of this Agreement and applicable law. Other specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program.

RETIREMENT

Section 31.1. Retirement Program. All seniority employees will be included in the B-2 retirement plan provided by the Michigan Municipal Employees Retirement Act, as amended. A current copy of the booklet, explaining the retirees rights and benefits will be distributed to each current employee and to each new hire.

Effective within a reasonable period of time following April 1, 1989, the F-55(25) waiver of reduction in retirement benefits shall be added to the retirement plan.

Effective within a reasonable period of time following April 1, 1992, the retirement plan shall be changed to the B-3 retirement plan.

Effective within a reasonable period of time following April 1, 1993, the 55-20 waiver shall be added to the retirement plan.

Effective on or about April 1, 1996, the employee contribution structure for the retirement plan shall be modified to a straight four percent (4%) annually.

Effective on or about April 1, 1997, the three (3) year final average compensation (FAC) factor shall be added to the retirement plan.

CONTRACTING AND SUBCONTRACTING

Section 32.1. Subcontracting and Outside Contracting Assistance. The Employer reserves the right to subcontract work and use outside contracting assistance. It is provided, however, that no permanent seniority employee within the bargaining unit covered by this Agreement shall be laid off from the employee's department (or operational unit of the Employer) or denied the employee's number of regularly scheduled weekly shift hours in the employee's department (or operational unit of the Employer) if such lay off or regular working hours reduction is the result of the subcontracting of work or use of outside contracting assistance in the employee's particular department (or operational unit of the Employer) wherein the subcontracting or outside assistance is being utilized. It is further provided, however, that this restriction on lay off or regular working hours reduction shall only apply to work of the type normally and customarily performed by employees in the bargaining unit covered by this Agreement and shall only apply if there are presently qualified employees available and appropriate equipment and machinery available to perform the required work efficiently and economically in the particular department (or

operational unit of the Employer) wherein the subcontracting or outside assistance is being utilized.

SUPPLEMENTAL AGREEMENTS

Section 33.1. Supplemental Agreements. All proposed Supplemental Agreements shall be subject to good faith negotiations between the Employer and the Union.

COVERALLS AND UNIFORMS

Section 34.1. Coveralls and Uniforms.

(a) Coveralls shall be provided by the Employer for all employees working in sewer manholes. Uniform clothing shall be provided for the code enforcement officers. For this position, \$100 shall be paid per year for the cleaning and maintenance of uniform clothing, payable \$50 in February and \$50 in August during the term of this Agreement.

(b) An appropriate number of coveralls shall be provided by the Employer for all mechanics and for employees working with chlorine and acid and shall be replaced as needed.

GENERAL

Section 35.1. Bulletin Boards.

(a) Employer Postings. Each employee shall be responsible for checking and reading all Employer posted materials on the bulletin boards. Any materials so posted by the Employer shall be conclusively presumed to have been read by employees and, accordingly, employees shall be conclusively presumed to be on notice regarding such posted materials.

(b) Union Postings. The City agrees to either furnish bulletin boards or to furnish space on bulletin boards in the various departments on which notices of official Union business may be posted provided the notices have been approved in advance by the City and the Union.

Section 35.2. Health and Safety. The Employer and the Union subscribe to the principles of good health and safety conditions. Where the Employer shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment as the Employer shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that employees shall cooperate with the Employer in all safety and health procedures, including those established under federal and state law, and shall make proper use of all equipment, devices and procedures provided or established for such purposes. The Union will cooperate in assisting and maintaining through proper usage all safety and health procedures and equipment provided and established by the Employer. It is expressly

understood and agreed that any defects in equipment or other devices and any conditions which may appear to create a health or safety hazard shall be reported to the Employer. It is expressly understood and agreed that violation of safety rules or regulations shall constitute just cause for disciplinary action, up to and including discharge, as determined by the Employer.

The Employer agrees to continue during the term of this Agreement its commitment to the establishment of sound health and safety practices and a procedure for the obtaining of health and safety related suggestions and concerns from the employees covered by this Agreement.

Section 35.3. Entire Agreement. This Agreement shall supersede any rules, regulations, or practices of the City which shall be contrary to its terms and also supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices of the City and the bargaining unit, and shall constitute the entire Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment has been signed by both parties.

Section 35.4. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

CLASSIFICATIONS

Section 36.1. Job Classifications. Changes in job description and establishment of new positions may be made when needs arise by the City, subject to advance notice to the Local Union President. Ten copies of the newly revised job description and pay scale and all amendments shall be given to the Local Union President prior to their implementation. A classification change may be the subject of a grievance.

COMPENSATION

Section 37.1. Wages.

A. Effective the first (1st) full pay period beginning on or after April 1, 1995, employees shall be paid on the basis of the following pay plan. Changes in any pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Laborer	8.00	9.38	11.04
Wastewater Treatment Operator	9.00-1,2,3,4	9.83	11.57
Water System Operator	9.00-5,6,7,8,9	9.71	11.42
Heavy Equipment Operator	8.30	10.03	11.80
Motor Pool Mechanic I	8.10-10	9.51	11.19
Motor Pool Mechanic II	8.50-10	9.86	11.60

Buildings and Grounds I	8.05	9.38	11.04
Buildings and Grounds II	8.35	10.07	11.85
Administrative Office Professional			
Level I	8.00	9.63	11.33
Level II	8.15	9.82	11.55
Level III	9.00	10.46	12.30
Code Enforcement Officer	8.10	9.81	11.54
Parking Enforcement Officer	6.00	7.18	8.48
Library Associate I	8.31	9.74	11.46
Library Associate II	9.99-11	11.77	13.85
Assessment Technician I	8.00-12,13,14	9.22	10.85
Assessment Technician II	8.31-12,13,14	9.88	11.62
Library Assistant I	7.46	8.98	10.57
Library Assistant II	8.11	9.72	11.43
Records Professional I	7.51	9.03	10.62
Records Professional II	8.11	9.72	11.43

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the 74¢ per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$1.03 per hour add-on, which is the **only** amount of add-on applicable.

- | | | | | |
|----|---|--|--------|----------|
| 1 | - | D (DNR state license) | 74¢ | per hour |
| 2 | - | C (DNR state license) | \$1.03 | per hour |
| 3 | - | B (DNR state license) | \$1.44 | per hour |
| 4 | - | A (DNR state license) | \$1.86 | per hour |
| | | | | |
| 5 | - | S-1 (state license) | 50¢ | per hour |
| 6 | - | F-4 (state license) | 58¢ | per hour |
| 7 | - | F-3 (state license) | 85¢ | per hour |
| 8 | - | F-2 (state license) | \$1.24 | per hour |
| 9 | - | F-1 (state license) | \$1.68 | per hour |
| | | | | |
| 10 | - | A separate add-on premium of 17¢ per hour for each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$1.36 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other on-road vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck | | |

repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.

- 11 - A separate add-on premium of \$1.03 per hour for receiving the state Librarian's Permanent Professional Certificate (Library of Michigan State Certification, Class I).
- 12 - Level I (state certification) 48¢ per hour
- 13 - Level II (state certification) 68¢ per hour
- 14 - Level III (state certification) 89¢ per hour

B. Effective the first (1st) full pay period beginning on or after April 1, 1996, employees shall be paid on the basis of the following Pay Plan. Changes in any pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Laborer	8.00	9.38	11.04
Wastewater Treatment Operator	9.00-1,2,3,4	9.83	11.57
Water System Operator	9.00-5,6,7,8,9	9.71	11.42
Heavy Equipment Operator	8.30	10.03	12.12
Motor Pool Mechanic I	8.10-10	9.51	11.19
Motor Pool Mechanic II	8.50-10	9.86	11.60
Buildings and Grounds I	8.22	9.38	11.04
Buildings and Grounds II	8.35	10.07	12.17
Administrative Office Professional			
Level I	8.00	9.63	11.65
Level II	8.15	9.82	11.87
Level III	9.00	10.46	12.30
Code Enforcement Officer	8.10	9.81	11.86
Parking Enforcement Officer	6.00	7.18	8.80
Library Associate I	8.31	9.74	11.78
Library Associate II	9.99-11	11.77	13.85
Assessment Technician I	8.00-12,13,14	9.22	10.85
Assessment Technician II	8.31-12,13,14	9.88	11.62
Library Assistant I	7.46	8.98	10.89
Library Assistant II	8.11	9.72	11.75
Records Professional I	7.51	9.03	10.94
Records Professional II	8.11	9.72	11.75

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the \$1.06 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$1.35 per hour add-on, which is the **only** amount of add-on applicable.

1	-	D (DNR state license)	\$1.06	per hour
2	-	C (DNR state license)	\$1.35	per hour
3	-	B (DNR state license)	\$1.76	per hour
4	-	A (DNR state license)	\$2.18	per hour
5	-	S-1 (state license)	50¢	per hour
6	-	F-4 (state license)	90¢	per hour
7	-	F-3 (state license)	\$1.16	per hour
8	-	F-2 (state license)	\$1.56	per hour
9	-	F-1 (state license)	\$1.99	per hour
10	-	A separate add-on premium of 21¢ per hour for each state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$1.68 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other on-road vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.		
11	-	A separate add-on premium of \$1.35 per hour for receiving the state Librarian's Permanent Professional Certificate (Library of Michigan State Certification, Class I).		
12	-	Level I (state certification)	80¢	per hour
13	-	Level II (state certification)	\$1.00	per hour
14	-	Level III (state certification)	\$1.21	per hour

C. Effective the first (1st) full pay period beginning on or after April 1, 1997, employees shall be paid on the basis of the following Pay Plan. Changes in any pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

PAY PLAN

<u>Job Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Laborer	8.00	9.38	11.04
Wastewater Treatment Operator	9.00-1,2,3,4	9.83	11.57
Water System Operator	9.00-5,6,7,8,9	10.64	11.42
Heavy Equipment Operator	8.30	10.47	12.32
Motor Pool Mechanic I	8.10-10	9.51	11.19
Motor Pool Mechanic II	8.50-10	9.86	11.60
Buildings and Grounds I	8.22	9.38	11.04
Buildings and Grounds II	8.35	10.51	12.37
Administrative Office Professional			
Level I	8.00	10.07	11.85
Level II	8.15	10.26	12.07
Level III	9.00	10.63	12.50
Code Enforcement Officer	8.10	10.25	12.06
Parking Enforcement Officer	6.00	7.62	9.00
Library Associate I	8.31	10.18	11.98
Library Associate II	9.99-11	11.77	13.85
Assessment Technician I	8.00-12,13,14	9.22	10.85
Assessment Technician II	8.31-12,13,14	9.88	11.62
Library Assistant I	7.46	9.43	11.09
Library Assistant II	8.11	10.16	11.95
Records Professional I	7.51	9.47	11.14
Records Professional II	8.11	10.16	11.95

License or Certificate and Special Premium Schedule. The following schedule represents a separate hourly add-on to pay rates of employees in certain designated job classifications who have achieved or obtained one of the indicated licenses or certificates or special premiums. The following hourly add-ons are not cumulative. This means, for example, that if an employee in the Wastewater Treatment Operator job classification who has the State D license, thereby qualifying for the \$1.26 per hour add-on, subsequently achieves or obtains the State C license, then the employee is eligible to receive the \$1.55 per hour add-on, which is the **only** amount of add-on applicable.

1	-	D (DNR state license)	\$1.26	per hour
2	-	C (DNR state license)	\$1.55	per hour
3	-	B (DNR state license)	\$1.96	per hour
4	-	A (DNR state license)	\$2.38	per hour
5	-	S-1 (state license)	50¢	per hour
6	-	F-4 (state license)	\$1.10	per hour
7	-	F-3 (state license)	\$1.36	per hour
8	-	F-2 (state license)	\$1.76	per hour
9	-	F-1 (state license)	\$2.19	per hour

- 10 - A separate add-on premium of 24¢ per hour for **each** state mechanic certification obtained that is over and above the first eight (8) up to a maximum of eight (8) additional certifications for a potential total add-on premium of \$1.92 per hour. The certifications obtained must be in the Automobile and Light Truck repair categories and/or the Heavy-Duty Truck and/or other on-road vehicles repair categories in order to be eligible for the premium. The premium does not apply to the following three (3) certifications: #9 (Collision-Related Mechanical Repair) and #10 (Unitized Body Structural Repair) in the Automobile and Light Truck repair categories and #7 (Collision-Related Mechanical Repair) in the Heavy-Duty Truck repair categories.
- 11 - A separate add-on premium of \$1.55 per hour for receiving the state Librarian's Permanent Professional Certificate (Library of Michigan State Certification, Class I).
- 12 - Level I (state certification) \$1.00 per hour
- 13 - Level II (state certification) \$1.20 per hour
- 14 - Level III (state certification) \$1.41 per hour

Section 37.2. Longevity Benefit.

(a) Employees Hired Prior to April 1, 1995. Upon completion of five (5) years of continuous service with the City, each full time employee who is on the City's active employment payroll on April 1, 1983 and April 1st of each year thereafter shall be eligible for an annual longevity benefit payment. The longevity benefit payment shall be a lump sum annual payment to eligible employees and shall be paid within a reasonable period of time following the April 1st determination date. The amount of the annual longevity benefit payment for eligible full time employees actively employed on the April 1st determination date and who have worked a full twelve (12) months during the year immediately preceding the April 1st determination date, shall be in accordance with the following schedule.

<u>Years of Continuous Full Time Service Required</u>	<u>Annual Benefit Payment</u>
Less than 5 years	None
5 years but less than 10 years	\$ 350
10 years but less than 15 years	\$ 700
15 years but less than 20 years	\$1,050
More than 20 years	\$1,400

Employees who do not work a full twelve (12) months during the year immediately preceding the April 1st determination date shall be eligible for the annual longevity benefit on a pro-rata basis. The pro-rata basis shall be calculated using monthly increments with partial months being rounded to the nearest whole month in accordance with standard mathematical principles. For example, a full time employee who loses time during the year and therefore has six (6) months and three (3) weeks as of the April 1st determination date would be eligible for the annual longevity benefit calculated on the basis of seven-twelfths (7/12) of the full benefit in the schedule set forth above.

The longevity benefit schedule set forth above in this Section for employees hired prior to April 1, 1995, is based on a full time employee's length of continuous service with the City. The amount of the longevity benefit is based on various levels of years of continuous full time service achieved by an employee and is determined on April 1st of each year. In the first year that an employee achieves the initial level of required continuous service for purposes of qualifying for a longevity benefit or during the year that an employee achieves a higher level of required continuous service, the amount of the longevity benefit determined on the immediately following April 1st shall be calculated on a pro-rata basis. For example, an employee who achieves the required level of continuous service on October 1st for purposes of either initial eligibility or eligibility for a higher level, shall be eligible on the immediately following April 1st for a longevity benefit equal to fifty percent (50%) of the benefit amount set forth in the schedule.

(b) Employees Hired on or after April 1, 1995. There shall be no longevity benefit available for employees hired on or after April 1, 1995.

Section 37.3. Shift Premiums. An employee who works a regularly scheduled shift having a normal starting time of 12:00 noon or thereafter but prior to 12:00 midnight shall receive a shift premium of ten cents (10¢) per hour for all hours actually worked after 4:30 p.m. on the shift. An employee who works a regularly scheduled shift having a normal starting time of 12:00 midnight or thereafter but prior to 6:00 a.m. shall receive a shift premium of fifteen cents (15¢) per hour for all hours actually worked prior to 8:00 a.m. on the shift.

The shift premiums set forth in this Section shall not apply to an employee who works extra hours beyond the employee's regularly scheduled shift and shall not apply to an employee who commences work prior to the normal starting time of the employee's regularly scheduled shift. The shift premiums set forth in this Section shall also not apply to short term temporary changes in an employee's work shift schedule.

Section 37.4. Hiring Rate. New hires may be started at any pay rate step within the established pay range for a particular job classification as deemed appropriate by the Employer due to qualifications, ability, special skills, training and/or experience. An employee started at a step somewhere above the normal start rate for a particular job classification will be credited with the number of hours of work applicable to the particular step for purposes of future step progression within the established pay range. It is provided, however, that a new hire shall not be started above the one (1) year pay rate step.

SAVINGS CLAUSE

Section 38.1. Savings Clause. Should any part herein or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.


TERMINATION AND MODIFICATION

Section 39.1. Termination. This Agreement shall remain in force until April 1, 1998, 11:59 p.m., and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as the notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

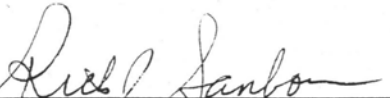
The written notice referred to in this Section of the Agreement shall be deemed sufficiently filed if sent by certified mail and addressed, if to the Union, to the Local Union No. 1606, President, or to Michigan Council #25, American Federation of State, County and Municipal Employees, and if to the Employer, to the City Manager of the City of Mount Pleasant.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED WITH
MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By Richard J. McCullough
Negotiating Committee Member

By James J. Massey
Negotiating Committee Member

By Rory Thurston
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

It is expressly understood and agreed by the American Federation of State, County and Municipal Employees, Council #25, Local Union No. 1606, (AFSCME), that prior to the Collective Bargaining Agreement effective January 1, 1976, the various employees of the City of Mount Pleasant who are not covered by the Agreement, including administrative and supervisory personnel, performed regular bargaining unit work. This performance of bargaining unit work by non-bargaining unit personnel prior to the Collective Bargaining Agreement effective January 1, 1976, changed from time to time depending on the circumstances and was not always the same in terms of manner and extent.

During the collective bargaining negotiations leading to the Collective Bargaining Agreement effective January 1, 1976, the Union in its initial bargaining proposals submitted to the City on November 26, 1975, proposed to incorporate specific language in the Agreement that would restrict the performance of bargaining unit work by the City's non-bargaining unit personnel. In response the City submitted to the Union on December 8, 1975, in its initial bargaining proposals specific language that would incorporate in the Agreement the City's right to have non-bargaining unit personnel perform bargaining unit work and which would codify in the Agreement the practice set forth above in the first paragraph of this Letter of Agreement.

However, specific language to be incorporated in the Agreement dealing with this subject could not be agreed upon by the City and the Union.

Accordingly, it is agreed by the City and the Union that specific language covering the right of the City's non-bargaining unit personnel to perform bargaining unit work would not appear as such in the Agreement. However, it is agreed by the City and the Union that the City's non-bargaining unit personnel do have the right to perform bargaining unit work as set forth in the first paragraph of this Letter of Agreement.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1995, between the City and the Union.

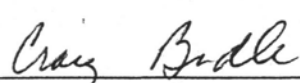
CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
OF LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By


Donald N. Sowle, Mayor

By


Negotiating Committee Member

By Rick Sanborn
Rick Sanborn, City Clerk

By Jamice Davis
Negotiating Committee Member

By Kyle Guidale
Negotiating Committee Member

By Richardie J. McCullough
Negotiating Committee Member

By Sammassey
Negotiating Committee Member

By Berry L. ...
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

During the collective bargaining negotiations leading to the 1982 Agreement, the City and the Union discussed the fact that a proposed reorganization of the library system was under consideration.

Currently, the City has functioned as the "employer" with respect to certain individuals working in job positions at the library facility and which have been listed and included in the various collective bargaining agreements to date between the City and the Union. The job classifications affected are designated as Library Associate II, Library Associate I and Library Assistant II and Library Assistant I.

It was the City's position that if the reorganization occurs and a different employing entity is created, such as a County-wide Library District, then the City would not be the "employer" of any individuals working at the library facility.

It was the Union's position that even though such a reorganization occurs, the Union was not willing to agree that the individuals working at the library facility would automatically cease to be "employees" of the City. The Union stated that it wished to reserve the right to have the question of who is the "employer" decided through the procedures of the Michigan Employment Relations Commission (MERC).

Accordingly, it is the purpose of this Letter of Agreement to state that if a reorganization occurs, it is the City's position that a different "employer" is created and the individuals working in job positions at the library facility will not be "employees" of the City. It is recognized that the Union reserves the right to have the "employer" question decided through the procedures of the Michigan Employment Relations Commission (MERC) in the event that the Union does not agree with the City's position.

In the event that the employment relationship is terminated for individuals working in job positions at the library facility due to a different "employer" being created, then the City agrees to allow individuals affected the option to replace the employee with the least seniority in the identical classification within another department (if any) provided, however, that the individual must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule and provided, further, that the individual must have the greater seniority compared to the employee the individual is to replace. If such individuals wish to exercise this option and they are eligible to do so, the option may be exercised one time only and it must be exercised at the time the employment relationship is terminated. Individuals electing not to exercise this option or individuals who are not eligible to do so, shall have no further employment or recall rights, except as may be provided for in the final paragraph of this Letter of Agreement.

In the event that the employment relationship is terminated for individuals working in job positions at the library facility due to a different "employer" being created and there is no employee with lesser seniority in the identical classification within another department who may be replaced as provided for above in this Letter of Agreement and there is no job position


available with the different "employer," then the City agrees to allow individuals affected the option to replace the employee with the least seniority in another classification within another department (if any) provided, however, that the individual must presently have the necessary qualifications to perform efficiently the remaining required work and must satisfactorily meet the required hours in the remaining work schedule and provided, further, that the individual must have the greater seniority compared to the employee the individual is to replace. If such individuals wish to exercise this option and they are eligible to do so, the option may be exercised one time only and it must be exercised at the time the employment relationship is terminated. Individuals electing not to exercise this option or individuals who are not eligible to do so, shall have no further employment or recall rights.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.

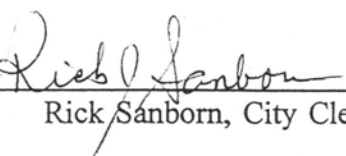
This Letter of Agreement is to be continued without change under the Collective Bargaining Agreement effective April 1, 1995, between the City and the Union, except that the designation "Clerk-Typist" has been deleted from the second (2nd) paragraph and replaced with the designations "Library Assistant I" and Library Assistant II".

CITY OF MOUNT PLEASANT

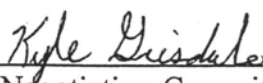
MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

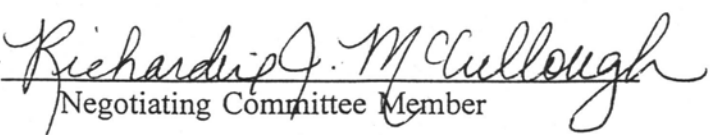
By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By *Benjamin Massey*
Negotiating Committee Member

Dated: 12/10/95

By *Berry Christ*
AFSCME Staff Representative

LETTER OF AGREEMENT

SUBJECT: Self-Insured Medical Program

During the collective bargaining negotiations leading to the 1985 Agreement, the Union expressed some concerns in certain areas in the event that the City elected to establish and implement a self-insured medical program under Section 82 of the Agreement. The purpose of this Letter of Agreement is to set forth on behalf of the City some assurances in response to those concerns.

If and when the City elects to establish and implement a self-insured medical program:

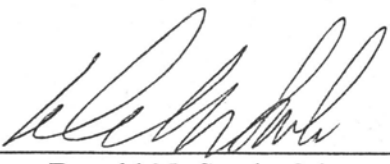
1. The City agrees to make a good faith effort to insure confidentiality for individual employees to the extent allowed under the program.
2. The City agrees that disciplinary action will not be taken against an employee merely because the employee filed medical claims under the program.
3. The City agrees that any third party administrator selected for the program shall be approved and licensed for such purposes by the State of Michigan.
4. The City agrees that the first program of this nature shall be the Blue Cross-Blue Shield of Michigan self-insured program and that the program shall remain with Blue Cross-Blue Shield of Michigan for a minimum of one (1) year before a change to a different self-insured program can be implemented.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.

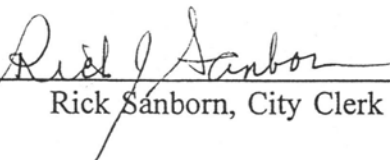
This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1995, between the City and the Union.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By Kyle Guindel
Negotiating Committee Member

By Richard J. McCullough
Negotiating Committee Member

By Sam Massey
Negotiating Committee Member

By Berry Durant
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

SUBJECT: Utilization of Individuals Not Directly Employed or Primarily Compensated by the City.

The City, from time to time, is offered the opportunity under special programs to utilize the services of individuals to perform regular work for the City on a temporary basis even though such individuals are not directly employed by and/or primarily compensated by the City and therefore not covered under the Collective Bargaining Agreement between the City and the Union. Examples of the types of situations involved include programs of the Michigan Department of Social Services, Court approved public service work, and any student educational or training programs and any other local, state and/or federal special programs under which individuals are made available to the City.

The Union has expressed some concerns to the City regarding the utilization of such individuals and the extent of such utilization. The purpose of this Letter of Agreement is to set forth the following items agreed upon by the parties in this area.

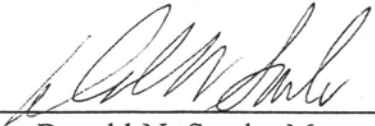
1. The City shall continue to have the right to utilize the types of individuals referred to above in this Letter of Agreement to perform services and regular work as determined by the City from time to time in the clerical and laborer functions. Functions in the laborer area that such individuals will be allowed to perform consist of the following:
 - a. Shovel snow on sidewalks around all public facilities.
 - b. Paint and repair picnic tables.
 - c. Remove trash around public facilities.
 - d. Clean animal pens and feed animals.
 - e. Clean restrooms in public areas.
 - f. Raking of leaves in parks, boulevards and around public facilities.
 - g. Clean and weed grounds and mow grass with non-riding mowers in parks, cemeteries, boulevards and around public facilities.
 - h. Maintain ball diamonds and play areas.
 - i. Clean public streets and rights of way.
 - j. Maintain plants, flowers and shrubbery in public areas.

- k. Painting of structures, equipment and other apparatus.
 - l. Prepare and maintain municipal pool.
 - m. Washing, waxing and cleaning of vehicles and equipment.
2. Such individuals will be allowed to operate only any non-riding motorized equipment or hand equipment; provided, however, that such individuals shall be allowed to operate motorized equipment as a means of transportation to and from and between various worksites during the day.
 3. The City acknowledges that the Union reserves the right to register an objection to any person if the utilization of such individuals is in violation of a legal requirement incorporated in a particular program prohibiting the City from improperly reducing the work force in order to utilize such individuals. Objections of this nature shall not be subject to the grievance and arbitration procedure established in the Collective Bargaining Agreement but the Union agrees that before any objection of this nature is registered a meeting shall first be mutually arranged with the appropriate City Officials to discuss the matter in a constructive manner. The Union further agrees and it is expressly understood that any reduction in the work force that may have occurred prior to the date of this Letter of Agreement shall not and may not be used as a basis for registering an objection of this nature.
 4. In the event the Union believes that the provisions of this Letter of Agreement are not being properly followed by the City with regard to the functions in the laborer area that such individuals are allowed to perform, then any such complaint may be filed and processed under the grievance and arbitration procedure established in the Collective Bargaining Agreement.


This Letter of Agreement is to be continued without change under the Collective Bargaining Agreement effective April 1, 1995, between the City and the Union, except for the following language that has been added to Paragraph 2: "provided, however, that such individuals shall be allowed to operate motorized equipment as a means of transportation to and from and between various worksites during the day".

CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
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AFL-CIO (AFSCME)


By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

SUBJECT: Restructuring of Water Department

During the collective bargaining negotiations leading to the 1988 Agreement, the City and the Union discussed and agreed upon a restructuring of the City's Water Department. The purpose of this Letter of Agreement is to set forth the implementation of the restructuring under the 1988 Agreement and various policies and procedures in regard thereto.

1. The old Pump Station Operator 1 job classification is deleted and replaced with the new Water Service Worker I job classification. The employees classified in the old Pump Station Operator I classification as of the date of implementation are automatically reclassified into the new Water Service Worker I classification. The pay range for the new Water Service Worker I classification is set forth in the appropriate Section of the Agreement. The S-1 License premium applies to the Water Service Worker I classification and is set forth in the appropriate Section of the Agreement.
2. The old Pump Station Operator II job classification and the old Water Service Worker job classification are deleted and both are replaced with the new Water Service Worker II job classification. The employees classified in the old Pump Station Operator II classification and the old Water Service Worker classification as of the date of implementation are automatically reclassified into the new Water Service Worker II classification. The pay range for the new Water Service Worker II classification is set forth in the appropriate Section of the Agreement. The D-1 License premium and the S-1 License premium applies to the Water Service Worker II classification and are set forth in the appropriate Section of the Agreement.
3. In order to be employed in the new Water Service Worker II classification, an employee must have obtained the D-1 License. This condition shall not apply to an employee who has been automatically reclassified into the Water Service Worker II classification pursuant to the provisions of Item No. 2 (above) and such employee shall be considered "grandfathered" for purposes of satisfying the D-1 License requirement.
4. An employee who obtains the D-1 License while employed in the Water Service Worker I classification shall be automatically reclassified into the Water Service Worker II classification at the same relative pay rate step that the employee was at in the Water Service Worker I classification.
5. The Water Service Worker I classification shall be considered the entry level into the Water Department. For example, a new hire or a successful bidder who has already obtained the D-1 License shall be initially processed in the Water Service Worker I classification and then immediately reclassified into the Water Service Worker II classification and thereafter serve the applicable new hire probationary period or new job trial period.


6. For purposes of overtime work distribution within the Water Department, the provisions of the appropriate Section of the Agreement shall apply with one exception. That exception is that both the Water Service Worker I and Water Service Worker II classifications shall be considered as a "single classification" which means that there will be only one (1) overtime work distribution list covering the employees in both classifications from which overtime work will be offered, taking into consideration an employee's present skill, ability, training or experience necessary to performance of the work.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.


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CITY OF MOUNT PLEASANT

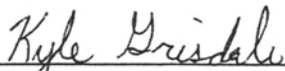
MOUNT PLEASANT CITY EMPLOYEES
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WITH MICHIGAN COUNCIL #25,
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COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

SUBJECT: Fair Labor Standards Act

In 1985 the United States Supreme Court issued its decision in the Garcia case and ruled that the federal Fair Labor Standards Act (FLSA) is applicable to state and local governmental units. These federal standards were made effective for local governmental units commencing April 16, 1986.

The 1985-1988 Collective Bargaining Agreement between the City of Mt. Pleasant and the Union was negotiated and effective prior to the Garcia decision. Prior to the Garcia decision local governmental units, such as the City of Mt. Pleasant, were not subject to the federal wage and hour standards. Accordingly, some of the City's established policies and procedures in certain areas may not be in conformity with the newly imposed federal requirements.

Training and Educational Workshops. The City recognizes that there are wage and hour requirements under the FLSA governing time spent by employees in attendance at various training and educational workshops. The City agrees to conform its policies and procedures in this area to be in accordance with the applicable requirements of the FLSA as may be established from time to time and for as long as those standards are imposed by law on the City.


Longevity Benefit. The City recognizes that apparently under current federal wage and hour interpretation the City's lump sum longevity benefit payment as presently structured must be included in an employee's regular rate of pay for purposes of overtime work compensation for the statutory workweek under the FLSA. In accordance with this interpretation, the City agrees to treat the lump sum longevity benefit payment consistent with the applicable FLSA requirements governing the calculating of overtime compensation for hours worked beyond the FLSA statutory workweek. For this purpose (longevity benefit payment), the overtime compensation shall be based only on hours actually worked beyond the statutory workweek and paid non-worked time shall not be considered time worked. This agreement of the City regarding the longevity benefit shall continue only for as long as this federal wage and hour interpretation is imposed by law on the City.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.

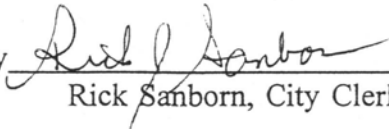
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CITY OF MOUNT PLEASANT

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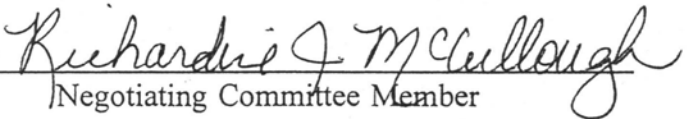
By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative

Dated: 12/10/95

LETTER OF AGREEMENT

SUBJECT: Department of Public Safety
Records Professional I
Special Provisions

With the inception of Enhanced 911 Central Dispatch and the transferring of Public Safety Dispatchers to that organization, full-time Records Professional I positions have been created.

It is recognized that traditionally the starting and reporting time for the position of Records Professional I has been based on an eight-hour day, five-day per week schedule with Saturday and Sunday off. The following outlines a working schedule based on a ten-hour work day:

This ten (10) hour work day will have a probationary period of ninety (90) days. It will be reviewed after this initial ninety (90) day period, and after ninety (90) day periods thereafter, to see by mutual agreement if it is to continue.

The shifts will be ten (10) hours long. The first shift will be Sunday through Wednesday, 6:00 a.m. to 5:00 p.m. with one hour for lunch. The second shift will be from Wednesday through Saturday from 6:00 a.m. to 5:00 p.m. with one hour for lunch.

OVERTIME

Wages will be paid as specified in Section 37.1 of the current Agreement between the City of Mt. Pleasant and the Bargaining Unit; however, each working day will be based on a ten (10) hour working day. Any time worked in excess of ten (10) hours per day would be paid at the overtime rate. The pay period would be based on an eighty (80) hour work period. Any time worked in excess of eighty (80) hours per pay period will be paid at the overtime rate.

HOLIDAYS

Holiday pay will be paid in accordance with the current Agreement in Section 24.1 with the following changes:

Full time employees will be paid ten (10) hours pay at regular straight time hourly rates for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following Thanksgiving, the day before Christmas and Christmas Day, and five (5) hours pay at their regular straight time hourly rate for one-half day on Good Friday, provided they meet all the following eligibility requirements as stated in current Agreement.

Section 24.3 - In the event a designated holiday occurs on the scheduled day off of an employee who

is working a shift schedule other than regular hours Monday through Friday, the employee shall be entitled to an additional day off from the employee's regular shift with pay in lieu thereof or at the employee's option to receive an additional ten (10) hours pay at straight time rates.

Holidays falling within the work cycle shall be offered first to the Records Professional I scheduled for that shift unless prior arrangements are made and agreed to by the full time Records Professional I employees.

PAID TIME OFF

Paid time off excepting personal time currently accumulated by employees will be converted into hours. Future accruals of paid time off excepting personal time will be earned as specified by contract with all mention of days being defined as eight (8) hours. Paid personal days will be converted and earned at a rate of ten (10) hour days.

If any problem arises with the ten hour shifts which is not covered in this Letter of Agreement or the current Bargaining Agreement, both parties agree to meet in an attempt to resolve the issue.

The City reserves the right to suspend this schedule and revert back to an eight (8) hour schedule if it does not appear to be in the best interest of the City of Mt. Pleasant.

This Letter of Agreement is to be continued under the Collective Bargaining Agreement effective April 1, 1991, between the City and the Union.

This Letter of Agreement is to be continued without change under the Collective Bargaining Agreement effective April 1, 1995, between the City and the Union, except that the word "two" has been deleted from the first (1st) sentence and the designation "Clerk-Typist" has been deleted and replaced with the designation "Records Professional I" throughout.

CITY OF MOUNT PLEASANT

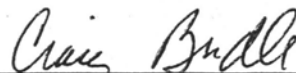
MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By



Donald N. Sowle, Mayor

By



Negotiating Committee Member

By *Rick Sanborn*
Rick Sanborn, City Clerk

By *Jamie Davis*
Negotiating Committee Member

By *Kyle Guidale*
Negotiating Committee Member

By *Richard J. McCullough*
Negotiating Committee Member

By *Sam J. Massey*
Negotiating Committee Member

By *Barry Christ*
AFSCME Staff Representative

Dated: *12/10/95*

LETTER OF AGREEMENT


SUBJECT: Cross Training Of Employees

During the collective bargaining negotiations leading to the 1995 Agreement, the City expressed a desire to promote the cross training of employees as circumstances may allow from time to time.

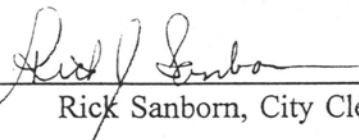
The opportunity for cross training shall be available to employees on a City-wide basis. Cross training can actually occur only if the employee or employees affected agree and only if the department or departments affected agree. In order to engage in cross training, the situation does not necessarily need to involve an exchange or switch of two employees between job positions. Cross training requests shall be considered for approval and addressed on an individual basis.

CITY OF MOUNT PLEASANT

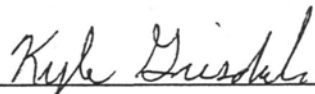
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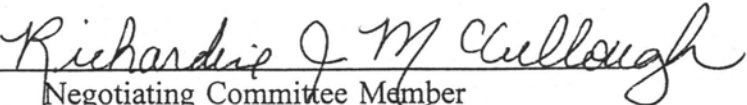
By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

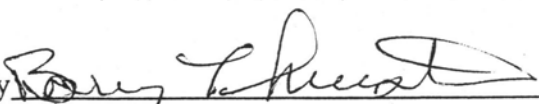
By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

Dated: 12/10/95

By 
AFSCME Staff Representative

LETTER OF AGREEMENT

**SUBJECT: Ralph L. Muniz
William Albaugh**

During the collective bargaining negotiations leading to the 1995 Agreement, the City and the Union discussed and agreed upon special provisions for two employees currently working in the Laborer job classification.

One of the employees, **Ralph L. Muniz**, is currently at the top of the hourly pay scale (11.04) for the Laborer classification. Under the terms of the contract settlement for the 1995 Agreement there is an automatic progression to the Heavy Equipment Operator (HEO) classification when it is determined by the City that an employee classified and working in the Laborer job position satisfactorily meets all of the requirements and qualifications necessary for progression to the HEO job position. Due to his unique circumstances, Mr. Muniz has no opportunity to progress to the HEO classification and under the terms of the 1995 Agreement he would not be eligible for any pay rate increase over the three-year term of the contract. Accordingly, it is the purpose of this Letter of Agreement to set forth the following special pay provisions for Mr. Muniz notwithstanding any provisions of the 1995 Agreement to the contrary:

Effective the first (1st) full pay period beginning on or after the effective date of the 1995 Agreement, Mr. Muniz shall receive a pay rate increase in the amount of twenty-eight cents (28¢) per hour. Provided Mr. Muniz remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the first (1st) year of the 1995 Agreement. Mr. Muniz shall also be eligible for retroactivity in this amount (28¢) back to the first (1st) full pay period beginning on or after April 1, 1995, in accordance with the terms of the contract settlement for the 1995 Agreement.

Effective the first (1st) full pay period beginning on or after April 1, 1996, Mr. Muniz shall receive a pay rate increase in the amount of twenty-two cents (22¢) per hour. Provided Mr. Muniz remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the second (2nd) year of the 1995 Agreement.

Effective the first (1st) full pay period beginning on or after April 1, 1997, Mr. Muniz shall receive a pay rate increase in the amount of fifteen cents (15¢) per hour. Provided Mr. Muniz remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the third (3rd) year of the 1995 Agreement.

The other employee, **William Albaugh**, is currently at the top of the hourly pay scale (11.04) for the Laborer classification and is awaiting satisfactory completion of the Department's training program in order to qualify for progression to the Heavy Equipment Operator (HEO) classification under the terms of the contract settlement for the 1995 Agreement. During the collective bargaining negotiations, the Union expressed some concerns regarding the length of time involved in order for Mr. Albaugh to complete the requirements of the training program which is a prerequisite for progression to the HEO job position. Under the terms of the 1995 Agreement, Mr. Albaugh would not be eligible for any pay rate increase until such time as he satisfactorily meets all of the requirements and qualifications necessary for progression to the HEO job position. Accordingly, it is the purpose of this Letter of Agreement to set forth the following special pay provisions and training period commitment for Mr. Albaugh notwithstanding any provisions of the 1995 Agreement to the contrary:

Effective the first (1st) full pay period beginning on or after the effective date of the 1995 Agreement, Mr. Albaugh shall receive a pay rate increase in the amount of twenty-eight cents (28¢) per hour. Provided Mr. Albaugh remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the first (1st) year of the 1995 Agreement. Mr. Albaugh shall also be eligible for retroactivity in this amount (28¢) back to the first (1st) full pay period beginning on or after April 1, 1995, in accordance with the terms of the contract settlement for the 1995 Agreement.

Effective the first (1st) full pay period beginning on or after April 1, 1996, Mr. Albaugh shall receive a pay rate increase in the amount of twenty-two cents (22¢) per hour. Provided Mr. Albaugh remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the second (2nd) year of the 1995 Agreement.


Effective the first (1st) full pay period beginning on or after April 1, 1997, Mr. Albaugh shall receive a pay rate increase in the amount of fifteen cents (15¢) per hour. Provided Mr. Albaugh remains in the Laborer classification, this amount shall be the total hourly pay rate increase to be received by him during the third (3rd) year of the 1995 Agreement.

Training Program. The City agrees that Mr. Albaugh shall be given the opportunity to satisfactorily complete the remaining portions of the Department's training program within a maximum of twelve (12) months commencing on November 1, 1995. If the training program is not completed by November 1, 1996, due to lack of opportunity being provided by the Department, then it is agreed that Mr. Albaugh shall be progressed to the HEO job position and effective the first (1st) full pay period beginning on or after the date of the classification transfer he shall receive the hourly pay rate at the appropriate step of the HEO

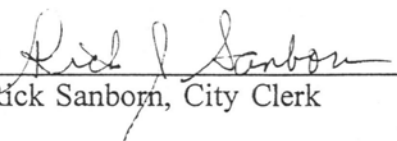
classification. It is provided, however, that this progression to the HEO classification shall not occur if the reason for failure to complete the training program is not due to a lack of opportunity but is instead due to Mr. Albaugh's inability to satisfactorily pass the training requirements.

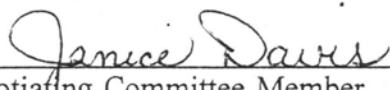
CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

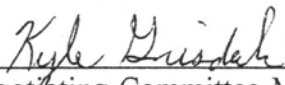
By 
Donald N. Sowle, Mayor

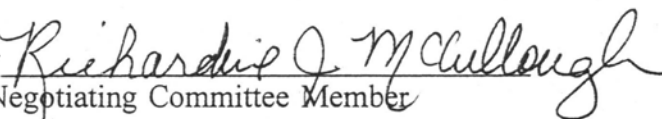
By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

Dated: 12/10/95

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative

LETTER OF AGREEMENT

**SUBJECT: Ronald D. Yarnell
Kenneth R. Massey**

During the collective bargaining negotiations leading to the 1995 Agreement, the City and the Union discussed and agreed upon special provisions for two employees who will be currently working in the new restructured Water System Operator (WSO) job classification under the new contract. Prior to the 1995 Agreement, both employees, **Ronald D. Yarnell** and **Kenneth R. Massey** were at the top hourly pay rate (11.16) of the old Water Service Worker I classification. Included among the minimum requirements for all employees in the new restructured WSO job position is possession of a valid F-4 state license. For employees such as Mr. Yarnell and Mr. Massey, who do not possess the F-4 license as of the date of entry into the WSO classification, the license must be obtained within two state regulated testing cycles. Under the terms of the 1995 Agreement, possession of the F-4 license entitles an employee to a separate hourly add-on premium that is in addition to the employee's established WSO classification pay rate.

Mr. Yarnell and Mr. Massey are in the process of preparing to test for the F-4 state license and it is the purpose of this Letter of Agreement to set forth the following special pay provisions for both employees notwithstanding any provisions of the 1995 Agreement to the contrary:

Effective the first (1st) full pay period beginning on or after the effective date of the 1995 Agreement, Mr. Yarnell and Mr. Massey shall receive a pay rate increase in the amount of thirty-eight cents (38¢) per hour. Provided both employees each remain in the WSO classification (without obtaining the F-4 license), this amount shall be the total hourly pay rate increase to be received by them during the first (1st) year of the 1995 Agreement. This means that Mr. Yarnell and Mr. Massey are eligible for retroactivity in this amount (38¢) back to the first (1st) full pay period beginning on or after April 1, 1995, in accordance with the terms of the contract settlement for the 1995 Agreement. If sometime during the first (1st) year of the 1995 Agreement one (or both) of the employees successfully obtains the necessary F-4 license as required within the two testing cycles, then effective the first (1st) full pay period beginning on or after the date the license is obtained, the special amount (38¢) shall no longer be effective and the employee(s) shall receive the hourly pay rate at the appropriate step of the new restructured WSO classification and shall receive the separate hourly add-on premium applicable at that time for the F-4 license.

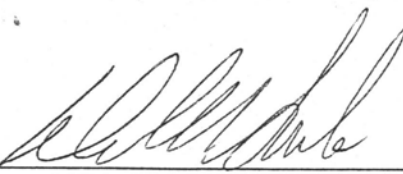
Effective the first (1st) full pay period beginning on or after April 1, 1996, Mr. Yarnell and Mr. Massey shall receive a pay rate increase in the amount of thirty-two cents (32¢) per hour. Provided both employees each remain in the WSO classification (without obtaining the F-4 license), this amount shall be the total

hourly pay rate increase to be received by them during the second (2nd) year of the 1995 Agreement. If sometime during the second (2nd) year of the 1995 Agreement one (or both) of the employees successfully obtains the necessary F-4 license as required within the two testing cycles, then effective the first (1st) full pay period beginning on or after the date the license is obtained, the special amount (32¢) shall no longer be effective and the employee(s) shall receive the hourly pay rate at the appropriate step of the new restructured WSO classification and shall receive the separate hourly add-on premium applicable at that time for the F-4 license.

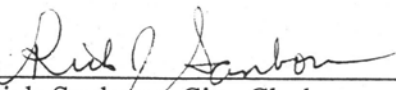
Effective the first (1st) full pay period beginning on or after April 1, 1997, Mr. Yarnell and Mr. Massey shall receive a pay rate increase in the amount of twenty cents (20¢) per hour. Provided both employees each remain in the WSO classification (without obtaining the F-4 license), this amount shall be the total hourly pay rate increase to be received by them during the third (3rd) year of the 1995 Agreement. If sometime during the third (3rd) year of the 1995 Agreement one (or both) of the employees successfully obtains the necessary F-4 license as required within the two testing cycles, then effective the first (1st) full pay period beginning on or after the date the license is obtained, the special amount (20¢) shall no longer be effective and the employee(s) shall receive the hourly pay rate at the appropriate step of the new restructured WSO classification and shall receive the separate hourly add-on premium applicable at that time for the F-4 license.

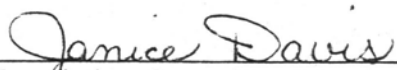
CITY OF MOUNT PLEASANT

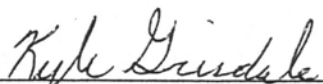
MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By 
Donald N. Sowle, Mayor

By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By Richard J. McCullough
Negotiating Committee Member

By Stephen Massey
Negotiating Committee Member

Dated: 12/10/95

By Berry Christ
AFSCME Staff Representative

LETTER OF AGREEMENT

SUBJECT: New City Water Plant

The City's newly-constructed water plant is anticipated to be operational and on line during the fall of 1995. This means that employees will now be required to operate and maintain a water plant as compared to what was formerly only the maintenance of the distribution system. Entirely new assignments, shift schedules, responsibilities, tasks and licensure requirements will be involved along with extensive training and orientation at the plant itself and off-site.


During the collective bargaining negotiations leading to the 1995 Agreement, the City and the Union discussed and agreed upon a restructuring for the new water plant and some temporary policies and procedures for the start-up and initial operational phase. The purpose of this Letter of Agreement is to set forth the implementation of the restructuring under the 1995 Agreement and the related start-up agreements.

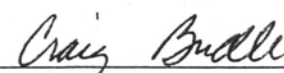
1. The old Water Service Worker I and Water Service Worker II job classifications are deleted and replaced with the new restructured Water System Operator job classification. The pay range for the new Water System Operator classification together with applicable add-on hourly license premiums is set forth in the appropriate Section of the Agreement.
2. All employees classified in the old Water Service Worker I and Water Service Worker II job classifications as of the date of implementation are automatically reclassified into the new restructured Water System Operator classification.
3. Among the minimum requirements that must be met in order for an employee to qualify for and remain in the new restructured Water System Operator job classification is possession of a valid F-4 state license. For employees who do not possess the F-4 license as of the date of entry into the Water System Operator classification, the license must be obtained within two (2) testing cycles as a condition for continued employment in the classification.
4. The new system does not require possession of a valid D-1 state water license. Accordingly, effective January 1, 1995, no new D-1 licenses are recognized by the City for any purpose. With respect to D-1 licenses existing prior to that date, the separate add-on hourly premium for possession of that license is eliminated as of the date of implementation and all references to it appearing in the old 1991 Agreement are deleted for purposes of the new 1995 Agreement.
5. Due to the extensive employee training and orientation that will be necessary for operation and maintenance of the new water plant, it is agreed that the City shall have the right to make shift, schedule and duty assignments as it deems appropriate during the start-up and initial operational phase. During this phase, the shift preference rights set forth in Section 20.2 of the Agreement shall not be allowed to be exercised. During this phase, the City shall assign employees to


different shifts from time to time, provided, however, that an employee's particular shift assignment shall be changed no less than every two (2) months unless otherwise agreed between the employee and the City. It is agreed that the start-up and initial operational phase shall not exceed twelve (12) months following the date the new plant is officially on-line for operation, provided, however, that the City reserves the right to extend this period of time in the event further training and orientation of employees is deemed appropriate and necessary.

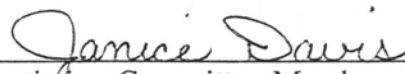
CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

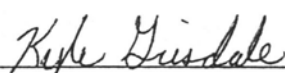
By 
Donald N. Sowle, Mayor


By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk


By 
Negotiating Committee Member

Dated: 12/10/95

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative

LETTER OF AGREEMENT

SUBJECT: Restructuring of Clerical Positions


During the collective bargaining negotiations leading to the 1995 Agreement, the City and the Union discussed and agreed upon a restructuring of the City's Clerk-Typist, Account Clerk and Secretary job positions. The purpose of this Letter of Agreement is to set forth the implementation of the restructuring under the 1995 Agreement.

1. The old Clerk-Typist, Account Clerk and Secretary job classifications are deleted. The following new job classifications are established:
 - Records Professional I
 - Records Professional II
 - Library Assistant I
 - Library Assistant II
 - Administrative Office Professional
 - Level I
 - Level II
 - Level III

2. All employees working in the old Clerk-Typist classification shall be reclassified to Library Assistant I and/or Record Professional I.

3. All secretaries currently assigned to the Public Safety Department shall be reclassified to Record Professional II. All secretaries currently assigned to Veterans Memorial Public Library shall be reclassified as Library Assistant II. All other secretaries shall be reclassified to Administrative Office Professional I. All Account Clerks shall be reclassified to Administrative Office Professional II.

CITY OF MOUNT PLEASANT

By 
Donald N. Sowle, Mayor

MOUNT PLEASANT CITY EMPLOYEES
LOCAL NO. 1606, AFFILIATED
WITH MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO (AFSCME)

By 
Negotiating Committee Member

By *Rick Sanborn*
Rick Sanborn, City Clerk

Dated: 12/10/95

By *Janice Davis*
Negotiating Committee Member

By *Kyle Grisdale*
Negotiating Committee Member

By *Richard J. McCullough*
Negotiating Committee Member

By *Ann Massey*
Negotiating Committee Member

By *Barry T. Rust*
AFSCME Staff Representative

LETTER OF AGREEMENT

SUBJECT: Effective Date of 1995 Agreement

The final settlement terms for the 1995 Agreement provided that the new contract would be "effective the first (1st) full pay period beginning on or after the date the new contract is signed by the appropriate representatives of the City and the Union". Item #1 of the mutually agreed upon Final Settlement Proposal dated October 16, 1995, 5:45 p.m.

The final settlement terms for the 1995 agreement further provided for retroactivity payment for eligible employees back to the first (1st) full pay period beginning on or after April 1, 1995, on direct hourly pay rate increases and on any increases in hourly add-ons set forth in the schedule for licenses, certificates or special premiums. Item #1 of the mutually agreed upon Final Settlement Proposal dated October 16, 1995, 5:45 p.m.

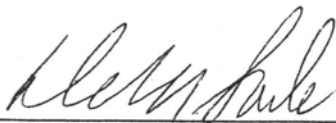
The City drafted the new contract with an effective date of December 10, 1995, which is the start of a full pay period and which was a date on or about which it was anticipated that the new 1995 Agreement would be signed by the appropriate representatives of the City and the Union. The Union objected to this effective date and has taken the position that the contract effective date must be "April 1, 1995".

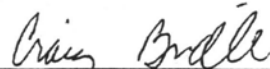
The City has elected to resolve this dispute by agreeing to insert April 1, 1995, in the draft of the new contract. However, it is agreed that use of this date does not change in any way the terms of the final contract settlement. Specifically, this means the following:

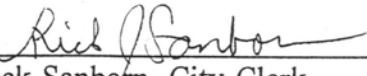
1. The terms of the new 1995 Agreement are not effective until the first (1st) full pay period beginning on or after the contract is signed by the appropriate representatives of the parties.
2. The date of April 1, 1995, has no significance other than a clerical convenience and accommodation.
3. Retroactivity payments shall be made by the City to eligible employees back to the first (1st) full pay period beginning on or after April 1, 1995, in accordance with the City's commitment set forth in the Final Settlement Proposal dated October 16, 1995, 5:45 p.m.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT CITY EMPLOYEES
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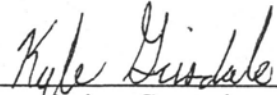
By 
Donald N. Sowle, Mayor

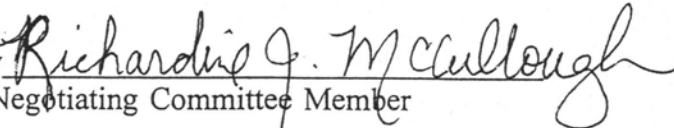
By 
Negotiating Committee Member

By 
Rick Sanborn, City Clerk

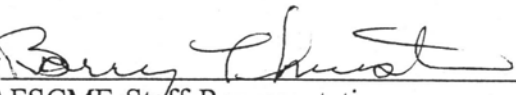
By 
Negotiating Committee Member

Dated: 12/10/95

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
Negotiating Committee Member

By 
AFSCME Staff Representative