

6/30/2003

July 1, 2000 through June 30, 2003
City of Imlay City -and-
Michigan Association of Public Employees

ARTICLE I

AGREEMENT

1.1 This **Agreement** is made and entered into between the **City of Imlay City, Michigan**, hereinafter referred to as the "**Employer**" or the "**City**," and the **Michigan Association of Public Employees/MAPE**, hereinafter referred to as the "**Union**" or the "**Association**."

1.2 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 interests of the Employer, the employees, and the Union.

1.3 The parties recognize that the interests of the community and the employees depend upon the City's success in establishing proper service to the public, and that the City has obligations to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their representatives and among all employees.

ARTICLE II

RECOGNITION

2.1 In accordance with the provisions of the *Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended*, the City hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, with respect to wages, hours, and other terms and conditions of employment, of all employees of the City of Imlay City in the bargaining unit described as follows:

All full-time clerical and DPW employees of Imlay City, to include, but not limited to, DPW operators/mechanic/laborers, secretaries, waste water treatment operators/technicians. Excluding elected officials, sworn personnel, supervising personnel, secretary to city manager, ambulance directors and all other employees.

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2.2 While the Union represents probationary employees, the parties mutually agree that any probationary employee may be discharged or disciplined without recourse to the Grievance Procedure.

ARTICLE III

UNION RIGHTS AND RESPONSIBILITIES

3.1 The members of the bargaining unit shall be represented by a steward or stewards whose names shall be forwarded in writing to the Employer by the Union who shall also notify the Employer in writing of any change of the steward.

3.2 The steward shall be permitted to confer with the Employer for the purposes of collective bargaining negotiations and the presentation of grievances in accordance with the Grievance Procedure contained in this Agreement during scheduled working hours without loss of time or pay.

3.3 Authorized representatives of the Union shall be permitted to visit the premises of the Employer and confer with members of the bargaining unit during working hours concerning matters covered by this Agreement, providing such discussion does not interfere with the proper performance of the members' duties or with the operation of the Employer.

3.4 Special conferences on important matters will be arranged between the Union and the City Manager or their designated representatives, upon the written request of either party. Arrangements for such special conference shall be made in advance, and an agenda of the matters to be discussed at the conference shall be presented at the time the conference is requested.

3.5 The Union and each member of the bargaining unit agree that there shall be no strikes, work stoppages, slowdowns, or other interference with the operations of the Employer. In the event of such interruption or curtailment, after written notice from the Employer, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement, and that they may be disciplined up to and including discharge for dereliction of duty; and, the Union shall instruct all persons to immediately cease such conduct.

3.6 The Employer agrees that there will be no lockout of employees at any time.

ARTICLE IV **MANAGEMENT RIGHTS**

4.1 The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter and Ordinances.

4.2 The Employer has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the Employer. The Employer has the right to determine the methods and processes by which such work is to be performed and solely determine if such work is to be performed. The Employer shall retain as management rights all powers not abrogated by this Agreement, and shall retain the right to assign, layoff for economic necessity, discipline and discharge for cause, engage, employ and transfer employees as in the City's judgment shall best enable it to perform its obligations for services to the citizens of the community.

4.3 The Employer has the right to expect and require that its employees perform their duties with professional care, diligence and skill. The Employer shall have the right to exclusive management and control of the governmental system, its property, facilities, operations and affairs.

4.4 The Employer shall have the right to make and change rules and regulations. The Employer shall have the right to: subcontract the relocation of its facilities and all services currently provided, determine all financial policies, including all accounting procedures, and all matters pertaining to public relations of the City; determine the amount of supervision; and, to determine all changes in all of the preceding, including innovative programs and practices. The City will not contract or subcontract work customarily performed by bargaining unit members, if there are qualified and available bargaining unit members on layoff status to perform that work. Work shall be of sufficient amount and duration, in the opinion of the City, to re-employ that/those person (s) indefinitely.

4.5 It is agreed that the City Management may, without objection of the Union, effect the following changes in the exercise of its authority: Institute a program of employee evaluation and/or performance reviews and require Union employees to participate therein as part of their job duties. Provide additional merit pay of bonuses to deserving employees beyond contracted benefits upon notifying the Union of the persons and amounts involved.

4.6 It is expressly understood and agreed that the Employer's Management Rights provided in this Agreement extend to the creation of new positions and/or job titles at rates of compensation and benefits it deems necessary to attract suitable persons to fill positions and/or job titles. to the selection of the persons to fill positions and/or job titles, to the selection of the persons to fill positions by hire, promotion or transfer and to the requiring of its employees to perform temporarily some of the duties of other employees who are absent, overloaded or otherwise unable to complete their tasks in a timely manner. Management, also reserves the right to motivate and/or reward employee by granting increases in pay, benefits, awards and/or bonuses beyond the minimums required by this Agreement. Management agrees, however, to exercise such rights under the following limitations:

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- A. Management will give reasonable advance notice to the Union any directly affected employees of the proposed changes in existing established positions and practices and afford a reasonable opportunity for review and comment on the merits of the proposal.
- B. Management will refrain from ordering employees to perform tasks outside of their traditional or customary job duties, which are not reasonably within their mental and physical abilities to perform.

ARTICLE V
UNION SECURITY

5.1 Employees, who are members of the recognized bargaining unit who are not members of the Union, may join the Union by initiating their Union application form and dues deduction authorization form.

5.2 The Employer agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.

5.3 Any employee of the City covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the Employer from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Employer from fulfilling the obligation to discharge if during such 30-day period, the employee pays the membership dues or service fee in accordance with this Agreement.

5.4 The Employer agrees to deduct from the wages of an employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force during the period of this Agreement.

5.5 All Union membership dues and service fees will be authorized, levied and certified in accordance with the By-laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Michigan Association of Public Employees or its agent regarding the specific dollar amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent to the ***Michigan Association of Public Employees/MAPE, 26400 Lahser Road, Suite 111, Southfield, MI 48034-2672***. The amounts of dues and service fees deducted shall be expressed in terms of specific dollars and cents to be deducted from the first pay of each month provided the employee receives pay on a given pay date. The amounts to be deducted shall not be changed by the Union more often than once per year.

5.6 The Union agrees to save and hold harmless the Employer from damages or other financial loss, which the Employer may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 A grievance is an alleged violation of a specific provision of this Agreement.

6.2 A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed either by an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. These steps are the following:

Step 1 / Oral:

An employee who believes that he/she is aggrieved shall discuss the matter with the employee's immediate Supervisor, with or without the presence of a steward. The parties shall discuss the matter and shall make every effort to reach a mutually satisfactory settlement.

Step 2 / Written:

If the matter is not satisfactorily settled by oral discussion at Step 1, the aggrieved employee(s) shall refer the matter to the steward who may submit a written grievance to the City Manager. Such written grievance must:

1. be signed by the employee(s) involved and by the steward;
2. be dated and submitted within ten (10) working days of the incident or occurrence giving rise to the grievance, or ten (10) working days from the time the employee could have become aware of the incident;
3. contain a complete statement of the facts giving rise to the grievance;
4. identify the specific provisions of this Agreement that are alleged to have been violated; and,
5. specify the remedy desired by the Union.

Upon receipt of the written grievance, the City Manager, or his/her designee, shall sign and date the grievance indicating he/she has received it, and may meet with the steward and the aggrieved employee within five (5) working days to discuss the grievance. Within ten (10) working days of receipt of the grievance, the City Manager, or his/her

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designee, shall submit his/her written response to the grievance to the steward.

Step 3 / Arbitration:

If the grievance is not satisfactorily resolved at Step 2, the Michigan Association of Public Employees / MAPE, or its designee, may submit it to arbitration by giving written notice of intent to arbitrate to the City Manager within twenty (20) working days of the date of the written response to the grievance by the City Manager at Step 2.

The Union or its designee, and the City Manager, or the City's designee, shall meet to discuss the grievance and the facts relative to the grievance. Each party shall fully disclose at this meeting all facts and evidence it intends to present to the arbitrator. Facts and evidence not so disclosed shall not be admissible in the arbitration hearing. If the matter remains unresolved after such full disclosure, the parties shall also attempt to mutually select an arbitrator. If they are unable to agree upon an impartial arbitrator within seven (7) working days of completion of this meeting, the Union may submit the grievance to the Federal Mediation and Conciliation Service which shall select an arbitrator in accordance with its rules. The arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Service and subject to the restrictions and provisions of this Agreement. The arbitrator shall limit his/her decision to the strict interpretation, application or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
2. limiting or interfering with, in any way, the powers and duties of the City of Imlay City under its Charter or applicable law;
3. changing, altering, or modifying any practice, policy, or rule presently or in the future established by the Employer so long as such practice, policy or rule does not conflict with the express terms of this Agreement;
4. establishing or changing wage scales or rates or economic benefits; or,
5. granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to its date of termination.

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The Employer in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, an adjustment may be covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he/she may have earned from personal services from any source during the period in question or from unemployment compensation benefits. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

In the event a case is appealed to the arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay any expenses of, witnesses who are called by them. Pay for lost time for any employees in the bargaining unit shall not apply to their participation in arbitration cases, provided that the Employer shall release employees from work, without pay, to participate in arbitration cases provided that at least forty-eight (48) hours notice is given and provided such release does not adversely affect the operations of the Employer.

The decision of the arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the Employer and there shall be no appeal from the decision of the arbitrator if made in accordance with the jurisdiction and authority under this Agreement.

6.3 The parties may, by written mutual Agreement, waive time limits or grievance steps in any instance. Grievances not appealed in writing to the next step within the prescribed time limits shall be considered settled on the basis of the Employer's last decision.

6.4 Grievances not answered at any step by the Employer within the prescribed time limits may be advanced to the next step of the grievance procedure.

6.5 When an employee is given a disciplinary suspension or discharge or written reprimand and/or warning which is affixed to such employee's personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the consent of the parties, be advanced and processed out of order.

ARTICLE VII

EXTENT OF AGREEMENT

7.1 The parties agree that this Agreement constitutes the entire Agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the Employer for the life of this Agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject or matter referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

7.2 The parties may, by written mutual Agreement, amend, modify, or add to this Agreement.

ARTICLE VIII

DISCIPLINARY ACTION

8.1 **Purpose and Scope:** Both parties of the Agreement recognize that a certain amount of discipline may be necessary for the efficiency of the operation. Disciplinary action or measures shall generally be in the following progression:

1. Oral Warning;
2. Written Reprimand;
3. Suspension with Loss of Pay;
4. Discharge.

8.2 Reprimand or Warning: Whenever an employee's performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in Section 1, his/her Supervisor shall inform him/her promptly and specifically of such lapses. If appropriate and justified, following discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated.

NOTE: Whenever a written notation of a verbal reprimand or warning is recorded in the employee's personnel file, the following procedures will be used: The written notation will be brief, noting pertinent data, date, time and concise reference to the incident. The employee shall sign each such notation.

In situations where an oral warning has not resulted in the correction of the condition where more severe initial action is warranted, a written reprimand, signed by the employee, will be placed in the employee's personnel file. The signature of the employee is to acknowledge receipt only and does not mean that the employee agrees with the discipline.

8.3 Suspension: In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the City Manager, for a period not to exceed thirty (30) calendar days for each offense for any cause listed in Section 5.

8.4 Dismissal: When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the City Manager may dismiss the employee.

8.5 Causes for Action: Appropriate disciplinary action may be taken for any of , but shall not be limited to, the following causes provided the action taken is not arbitrary:

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- A. Incompetency, inefficiency, or negligence in the performance of duty.
- B. Activity which has been determined to be incompatible with his/her employment.
- C. Chronic physical or mental incapacity to perform the work or the position, provided such incapacity is not to be covered by Workers' Compensation.
- D. Insubordination, constituting a serious breach of discipline.
- E. Unauthorized absences or abuse of leave privileges.
- F. Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
- G. Falsification of any application or any City record.
- H. Use of position for personal advantage.
- I. Willful violation of the provisions of law or of these rules.

8.6 **Appeal:** Any employee shall have the right to challenge the propriety of disciplinary action through the regular Grievance Procedure.

8.7 **Restrictions:** Written memos of oral warnings and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file twelve (12) months after the effective date of the last reprimand.

8.8 The Employer shall not discipline or discharge any regular full-time employee without just cause.

8.9 The Employer shall have the right to post work rules spelling out standards or expected employee conduct.

ARTICLE IX

EMPLOYMENT CATEGORIES

9.1 **Regular Full-Time** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the City of Imlay City's full-time schedule. They are eligible for the City of Imlay City's benefit package, subject to the terms, conditions, and limitations of each benefit program.

9.2 **Part-time** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than thirty-two (32) hours per week. While they do receive all legally mandated benefits {such as Social Security and Workers' Compensation Insurance}, they are ineligible for all of the City of Imlay City's other Benefit Programs.

9.3 **Probationary** employees are those whose performance is being evaluated to determine whether further employment in a specific position is appropriate. Employees who satisfactorily complete the introductory period will become Regular Full-Time employees.

9.4 **Temporary** employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration, not to exceed one hundred and eighty (180) days. Employees retained after this period of time will be reclassified as probationary and after a consecutive second one hundred and eighty (180) day period shall become Regular Full-Time employees.

ARTICLE X

SENIORITY, LAYOFFS, AND RECALL

10.1 Seniority is hereby defined as the length of continuous service as a full-time employee with the City of Imlay City.

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

- A.** He/she quits or retires.
- B.** He/she is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- C.** He/she is absent for three (3) or more consecutive working days without notifying the Employer. Exceptions may be made at the discretion of the Employer.
- D.** He/she does not return from layoff as set forth in the Recall Procedure, or from leave of absence or other authorized absence within three (3) working days of the date the leave or authorized absence has ended.
- E.** He/she is laid off for a period exceeding two (2) years or a period of time equal to the employee's length of service, whichever is less.

10.3 Layoff means a reduction in the work force. Members of the bargaining unit shall be laid off in inverse order of their seniority. After being laid off, employees' names shall be listed on a recall list in the inverse order of their layoff. Employees shall remain on the recall list for a period of two (2) years or a period equal to their seniority when laid off, whichever is less. Employees to be laid off shall receive a seven (7) calendar day prior written notice of such layoff.

10.4 When employees are to be recalled from layoff, they shall be recalled in order from the recall list. No new employees may be hired into the bargaining unit while any names remain on the recall list. Notice of recall shall be sent to the employee at his/her last known address by "Registered" or "Certified" mail. If a recalled employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered to have resigned. In proper cases, the Employer, at its discretion, may extend this ten (10) day limit.

ARTICLE XI
TRAINING AND SEMINARS

11.1 When an employee attends approved conferences, seminars, or training during the regularly scheduled work day, the employee will be compensated at his/her regular daily rate of pay. No overtime will be paid. The fees and expenses will be paid by the Employer providing that the employee successfully completes such conference, seminar or training. Meals during such activities, and any mileage to and from such activities in non-City vehicles will be paid by the Employer.

11.2 When an employee attends approved conferences, seminars or training, after normal working hours, there will be no hourly compensation or overtime paid. The fees and expenses will be paid by the Employer providing that the employee successfully completes such conference, seminar or training. Meals during such activities and any mileage to and from such activities in non-City vehicles will be paid by the Employer.

11.3 When an employee is required to attend any conference, seminar or training by the Employer, he/she will be paid at his/her regular hourly rate of pay. No overtime will be paid. The fees and expenses will be paid by the Employer providing that the Employee successfully completes such conference, seminar or training. Meals during such activities and any mileage to and from such activities in non-City vehicles will be paid by the Employer.

11.4 All conferences, seminars and training must be authorized by the Employer. The Employer will pre-pay fees, and if possible, expenses for such activities. The Employee will reimburse the Employer any pre-paid fees and expenses paid by the Employer for any conference, seminar or training which was not successfully completed by the employee through his/her own fault.

- 11.5** All reimbursements shall follow the below listed restrictions:
- A.** Expenses for family members attending conferences or meetings shall not be paid from City funds.
 - B.** Gratuities shall be limited to fifteen percent (15%).
 - C.** Receipts shall be included with the expense voucher whenever possible.
 - D.** Reimbursements shall be limited to actual expenses incurred.
 - E.** All out-of-state travel must be authorized by the City Commission in advance for reimbursement. {Unless declared an emergency by the City Manager.}
 - F.** Meal expenses over twenty (\$20.00) dollars per day must be documented.
 - G.** Overnight lodging expenses will not be allowed within a fifty (50) mile radius of Imlay City unless authorized by the City Manager.
 - H.** Traffic and parking violations are not reimbursable.
 - I.** No expense items of a personal nature are reimbursable.
 - J.** Lodging receipts are mandatory.
 - K.** Advancement of funds for travel must be authorized by the City Manager. Vouchers for such advances should be turned in on the Wednesday preceding the Commission approval. Commission meetings are the first and third Tuesdays of every month.
 - L.** Final accounting shall be made on the first workday following return. The appropriate account number to be charged shall be listed on the expense voucher by the Department Head.

ARTICLE XII

DUTY DISABILITY BENEFITS

- 12.1** Each employee will be covered by the applicable Workers' compensation Laws and the Employer further agrees that the employee eligible for these benefits may use accumulated banked time {sick or vacation} in

addition to the Workers' Compensation income in an amount sufficient to make up the difference between Workers' Compensation and his/her regular weekly income based on forty (40) hours. In the event that the employee's banked time becomes exhausted, within a one (1) year period, the City will pay an amount in addition to Workers' Compensation to the employee to equal his/her regular weekly income based upon forty (40) hours. Employer provided insurance benefits shall remain in effect for one (1) year after the employee's injury or illness.

ARTICLE XIII **MILEAGE**

13.1 In the event that no City vehicle is available and an employee must use his/her own personal vehicle for a seminar, meeting or valid City business, the employee will be compensated at the rate of twenty six (.26) cents per mile. All compensation must be validated and approved by the Employer.

ARTICLE XIV **BULLETIN BOARDS**

14.1 It is agreed that the Union may share the use of the bulletin board for the posting of official Union notices.

ARTICLE XV **SICK DAYS**

15.1 **Paid Sick Days:** Annual sick leave for full-time employees is twelve (12) days or ninety-six (96) hours, earned at the rate of one (1) day for each month worked. Each employee will be entitled to use up to three (3) of these days per fiscal year for personal business at times mutually agreeable between the Employer and the employee.

15.2 Unused sick days may be accumulated to a maximum of one hundred (100) days or eight hundred (800) hours. Time accumulated in excess of eight hundred (800) hours shall be automatically converted to pay at fifty (50%) percent of the employees current rate of pay. This pay-off shall occur on the first pay day in the month of December each year.

15.3 A doctor's note may be required for any illness. In the event an employee missed more than three (3) days in a row and fails to get a doctors note when required to do so, he/she will not be compensated by the Employer. When in the opinion of the Employer, a pattern of sick time abuse occurs a doctor's note may also be required.

15.4 If any employee is sick and misses a day, that employee must notify the Employer by 8:30 AM on the day of the illness, unless it is impossible to do so, or this requirement is waived by the Employer.

15.5 An employee who retires under the City Retirement System or resigns and gives a two (2) week notice, will be paid for all earned sick leave accumulated at the rate of fifty (50%) percent of the employees current rate of pay. If an employee is terminated or fails to give a two (2) week notice, there will be no sick time pay-out.

15.6 Personal days cannot be accumulated. If the personal days are not used, they will remain as sick days for accumulation.

15.7 Routine or special appointments with medical doctors, dentists, etc. will be chargeable to sick leave only when it is impossible to schedule an appointment at a time other than during his/her regularly scheduled working hours.

15.8 Sick Leave shall not be considered a privilege, which an employee may use at his/her discretion; but, shall be allowed only in case of necessity and actual sickness, disability or for any provision found within the Family Medical Leave Act of 1993.

ARTICLE XVI VACATIONS

16.1 Imlay City full-time employees will receive paid vacation time in the following schedule:

<u>Years of Service</u>	<u>Monthly Credit</u>	<u>Yearly Total</u>
Start	.500 Days	6 Days
After 2 Years	1.000 Days	12 Days
After 7 Years	1.250 Days	15 Days
After 10 Years	1.500 Days	18 Days
After 15 Years	1.667 Days	20 Days

16.2 On January 1st of each year all employees shall have a one (1) year block of paid vacation time credited to their Vacation Bank. Employees may utilize this time provided that in the event of a loss of employment there will be sufficient time available in other time off accounts to provide compensation. The following rules pertaining to vacation will be adhered to:

- A.** Vacation requests shall be submitted to the Employer no later than January 1 of each year. Vacation requests will be made in blocks of eight (8) to forty (40) hours and will be approved one (1) block at a time. Selection will be made by seniority with the most senior employee selecting first and so on.

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- B.** The vacation schedule will be posted no later than January 15 of each year. After the vacation schedule has been posted, employees may request additional vacation leave from their unused vacation banks throughout the remainder of the year. These requests shall be on a first-come basis and not unreasonably withheld by the Employer and determined by departmental manpower needs.
- C.** No more than one (1) employee will be allowed on vacation at any one time except with permission from the Supervisor.
- D.** All vacation must be approved by the employee's immediate Supervisor.
- E.** Each year employees must use fifty (50%) percent or more of earned vacation plus all of prior year carry-over days. The remainder may be taken in cash and/or carried over to the new vacation year. Total carry-over cannot exceed six (6) days.
- F.** Paid holidays falling within a scheduled vacation period will not be charged against earned vacation.
- G.** Any employee who voluntarily resigns or retires will be paid at his/her current straight time rate for all accumulated vacation time provided the employee gives the Employer at least two (2) weeks notice of resignation.
- H.** An employee shall receive his/her vacation pay on the payday preceding the employee's vacation, provided two weeks written notice is given to the City Manager requesting such pay.

ARTICLE XVII
INSURANCE BENEFITS

17.1 Health and Accident Insurance: Health and Accident Insurance, BC/BS. Preferred Provider Health Benefits Plan in conjunction with a Self-Insured Deductible and Co-payment Reimbursement Program or equivalent will continue to be provided to all full-time employees {See Appendix A}.

17.2 Retirees: Retired employees are eligible for coverage under the Health Insurance Plan. Retiring employees with at least twenty-five (25) years of service will pay twenty-five (25%) percent of the Insurance Premium up to age sixty-five (65). The City will pay the seventy-five (75%) percent balance.

17.3 Dental Insurance: Dental Insurance as described in the schedule of benefits {dated February 1, 1996} of the Deductible and Co-Payment Reimbursement Plan will continue to be provided to all full-time employees {See Appendix A}.

17.4 Optical Plan: The City will maintain the current optical plan, however, effective July 1, 1998, the amount of three hundred-fifty, (\$350.00) dollars will be increased to five hundred (\$500.00) dollars with a maximum accumulation of one thousand (\$1,000.00) dollars.

- A. Eligible employees may submit paid bills for bona fide optical services rendered during that fiscal year to himself/herself, spouse, or unmarried dependent children under the age of 21 and be reimbursed by the City, at eighty (80%) percent, limited by the amount then in his/her credit bank, if and when such billings are not covered by other benefit plans financed by the City (ie, Worker's Compensation, Blue Cross-Blue Shield, etc.).

17.5 Life Insurance: Life Insurance will be provided for all full-time employees in the amount of Ten Thousand (\$10,000.00) Dollars coverage plus Accidental Death and Dismemberment.

ARTICLE XVIII
FUNERAL LEAVE

18.1 In the event that a death should result in the employee's immediate family, he/she shall be granted a leave of absence of three (3), eight (8) hour days with basic straight time pay for regular work days. Immediate family shall be defined as an employee's spouse, children, father, or mother, grandparents, or grandchildren or spouse's grandparents, parents, child or sibling, the employee's child's spouse, or any relative residing in the same household as the employee at the time of death or illness. The three (3) days above referenced to shall end not later than the calendar day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity of such absence, must attend the funeral, and if requested by the City, must present proof of death.

18.2 Subject to the conditions specified above, employees shall be allowed up to five (5) days to attend a funeral, which is more than three hundred (300) miles from the City of Imlay City. If additional days are needed, the employee may take vacation, personal business days, or unpaid leave with the approval of the City Manager.

18.3 Employees may be granted time off, up to four (4) hours, at the discretion of the City Manager in the event of the death of other relatives, a City employee, or when an employee serves as a pallbearer in a funeral.

ARTICLE XIX
HOLIDAY PAY

- 19.1** A full-time employee will receive pay on holidays as follows:
- A.** The City of Imlay City will grant paid holiday time off to all eligible regular full-time employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday).
 - B.** A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.
 - C.** If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
 - D.** When the holiday falls on a weekday, employees required to work emergencies are paid double time for hours worked. This does not pertain to so-called "duty men".
 - E.** An employee who is scheduled to work on a holiday and who works on the holiday will receive regular pay plus time and a half for all hours worked that day.

ARTICLE XX **HOLIDAYS**

20.1 The Employer observes the following paid holidays for employees covered by this bargaining Agreement:

New Year's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	New Year's Eve {Effective December 31, 1998}
Veterans Day	Employee's Birthday

20.2 Holidays will be observed on the day set by the Federal Government.

20.3 Employee's Birthday will be considered a floating holiday to be taken when requested by the employee provided operational needs are met.

ARTICLE XXI **LICENSE/CERTIFICATION**

21.1 All members of this Bargaining Unit shall maintain and/or achieve all license, certification and training required by state and federal law for their position. The Employer will provide reasonable time and notification for compliance.

ARTICLE XXII **PENSIONS**

22.1 The Employer will provide all full-time employees the MERS Plan known as **B-3**, with the F-55/25 rider,

22.2 Ninety days prior to the expiration of the current contract, the Union at its option, may re-open negotiations for the purpose of instituting an employee paid pension benefit increase.

22.3 **Military Time:** After ten (10) years of credited service, up to five (5) years of military service may be purchased by the employee.

ARTICLE XXIII **CLOTHING ALLOWANCE**

23.1 All full-time employees in the Department of Public Works (DPW) and Waste Water Treatment Plant shall have their work uniforms provided and cleaned by the Employer. A complete set of uniforms shall consist of the following:

- 5 **Short sleeve shirts**
- 5 **Long sleeve shirts**
- 5 **Pairs of pants**
- 1 **Winter coat**
- 1 **Summer coat**
- 1 **Rain coat**
- 1 **Pair of work boots**
- 1 **Lab Coat** {Waste Water Treatment Plant Only}

23.2 Annual purchase of Work Shoes shall be made by employees assigned to the DPW and Waste Water Treatment Plant. Reimbursement not to exceed **one hundred fifty dollars (\$150.00)** will be made upon presentation of receipt.

ARTICLE XXIV
OVERTIME, CALL-IN AND STAND-BY

24.1 Overtime is defined as time actually worked in excess of forty (40) hours in one (1) week, or in excess of eight (8) hours in one (1) day. Overtime shall be compensated in pay at the rate of time-and-one-half the employee's basic regular hourly rate.

24.2 All overtime must be authorized in advance by the Department Supervisor. Overtime may not be given to salaried employees unless approved by the City Manager. Overtime hours are paid at one and one-half (1-1/2) times the employees rate per hour.

24.3 **Stand-By Fees:** A DPW employee shall be paid a minimum of three (3) hours straight time for stand-by on a scheduled Saturday and Sunday. An employee called to work at other than his/her scheduled working time is credited with a minimum of two (2) hours working time unless such overtime is continuous with scheduled work. **An employee on call will be paid one hour per day at straight time for every day that he/she is on call.**

ARTICLE XXV
NORMAL WORK SCHEDULES

25.1 **DPW:** The normal work schedule for employees in the Department of Public works shall consist of a forty (40) hour work week, eight (8) hours per day, excluding the unpaid lunch period. Employees will receive two (2) fifteen (15) minute paid breaks, one during the first four (4) hours of the shift, the other during the last four (4) hours.

25.2 Clerical: The normal work schedule for full-time clerical employees shall consist of a forty (40) hour work week, eight (8) business working hours per day, excluding the unpaid lunch period of thirty (30) minutes. Employees are entitled to two (2) fifteen (15) minute paid breaks during their normal shift, and with the permission of the Supervisor, may combine the fifteen (15) minute breaks with his/her lunch period.

25.3 Waste Water Treatment: The normal work schedule for Operator/Technician will be a fourteen (14) day rotation type schedule {see Appendix B}. Employees will receive two (2) fifteen (15) minute breaks and an unpaid lunch period.

ARTICLE XXVI
WAGE & SALARY INCREMENTS

26.1 Wage Schedule:

<u>Classification</u>	<u>Effective</u> <u>7/1/00</u>	<u>Effective</u> <u>7/1/01</u>	<u>Effective</u> <u>7/1/02</u>
DPW/WWTP			
Probation	12.40	12.77	13.16
Regular Full Time	13.09	13.48	13.89
5 Years of Service	13.78	14.19	14.62
10 Years of Service	14.78	15.22	15.68
15 Years of Service	15.78	16.25	16.74
20 Years of Service	16.78	17.28	17.80

<u>Classification</u>	<u>Effective</u> <u>7/1/00</u>	<u>Effective</u> <u>7/1/01</u>	<u>Effective</u> <u>7/1/02</u>
CLERICAL			
Probation	9.31	9.59	9.88
Regular Full Time	9.81	10.10	10.41
5 Years of Service	10.30	10.61	10.93
10 Years of Service	10.79	11.11	11.45
15 Years of Service	11.28	11.62	11.97
20 Years of Service	11.75	12.10	12.47

ARTICLE XXVII
SEPARABILITY AND SAVINGS CLAUSE

27.1 If any Article or Section of this contract, or any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

27.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIX
TERMINATION OF AGREEMENT

28.1 This Agreement shall be in full force and effect from July 1, 1997 to and including June 30, 2000 and shall continue in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

28.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2000, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

*July 1, 2000 through June 30, 2003
City of Imlay City -and-
Michigan Association of Public Employees*

28.3 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence no later than forty-five (45) days before the expiration date or amendment date of this Agreement, unless otherwise mutually agreed to by the parties.

*July 1, 2000 through June 30, 2003
City of Imlay City -and-
Michigan Association of Public Employees*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as the day and year first written.

CITY OF IMLAY CITY:

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES/MAPE:**

**Amy Stryker
City Manager**

**Dennis Green
Labor Relations Specialist**

**Ronald L. Schroeder
President**

July 1, 2000 through June 30, 2003
City of Imlay City -and-
Michigan Association of Public Employees

APPENDIX A

CITY OF IMLAY CITY
SCHEDULE OF BENEFITS
EFFECTIVE FEBRUARY 1, 1996

All benefits are based on Blue Cross and Blue Shield of Michigan's (BCBSM) Preferred Provider approved charges. Claims are submitted to BCBSM first and then the BCBSM's approved charges are brought up to the following benefit levels by your Employer's Deductible and Co-payment Reimbursement Plan.

	<u>Benefits</u>	
	<u>Inside</u> BCBSM PPO <u>Network</u>	<u>Outside</u> BCBSM PPO <u>Network</u>
<u>INPATIENT HOSPITAL</u>		
Semi-Private Room	100%	100%
Number of Patient Stay Days	Unlimited	Unlimited
Number of Patient Stay Days (Mental and Nervous and Substance Abuse)	45 Days	45 Days
Intensive Care (Such as, but not limited To Cardiac & Burn Care Units)	100%	100%
Diagnostic Laboratory Services, X-Rays, Radiology and Chemotherapy	100%	100%
Operating Room and Recovery	100%	100%
Maternity and Nursery Care	100%	100%
<u>OUTPATIENT HOSPITAL</u>		
Diagnostic Laboratory Services, X-Rays, Radiology and Chemotherapy	100%	\$5.00 co-pay Or 10%
Physical Therapy (60 days per calendar Year per condition)	100%	100%
Emergency Accident	100%	100%
Emergency First Aid-Physician for Initial Exam & Treatment of Accidental Injuries	100%	\$15.00
Hemodialysis (In-Hospital, Outpatient Hospital or in the Home)	100%	100%
<u>MEDICAL CARE</u>		
Surgeon, Anesthesiologist, Asst. Surgeon And Obstetrical Delivery	100%	100%
Physician's Services (In-Hospital) Including Consultations	100%	100%
<u>INPATIENT TB, MENTAL & NERVOUS & SUBSTANCE ABUSE</u>		
Maximum Benefit per covered person per Calendar year	100%	100%
	\$15,000.00	\$15,000.00

APPENDIX A – CONTINUED

	<u>Benefits</u>	
	<u>Inside BCBSM PPO Network</u>	<u>Outside BCBSM PPO Network</u>
<u>OUTPATIENT MENTAL & NERVOUS</u>	75%	75%
Maximum Benefit per covered person per Calendar year	\$2,000.00	\$2,000.00
<u>OUTPATIENT SUBSTANCE ABUSE BENEFIT</u>	75%	75%
Maximum Benefit per covered person per Calendar year	\$2,698.00	\$2,698.00
<u>MAXIMUM LIFETIME BENEFIT FOR TB, MENTAL, NERVOUS AND SUBSTANCE ABUSE PER COVERED PERSON</u>	\$30,000.00	\$30,000.00
<u>SUPPLEMENTAL ACCIDENT BENEFIT</u>	100%	100%
Deductible waived & payable at up to a Maximum of	\$300.00	\$300.00
<u>SPECIFIED HUMAN ORGAN TRANSPLANT</u>		
Liver, Heart, Heart-Lung or Pancreas	100%	100%
<u>PRIVATE DUTY NUSING</u>	75%	75%
<u>HOSPICE CARE</u>	100%	100%
Maximum benefit per covered person	\$6884.00	\$6884.00
<u>HOME HEALTH CARE</u>	100%	100%
<u>MAJOR MEDICAL EXPENSE BENEFITS</u>		
Deductible per covered person in a calendar	-0-	\$50.00
Deductible for 2 or more covered persons in a Family per calendar year	-0-	\$100.00
Benefit percentage (after the deductible has Been met)	100%	90%
Out-of-pocket family stop-loss (co-payments) After the deductible has been met	-0-	\$1,000.00
Then the plan will pay	100%	100%
This does not apply to co-payments for the treatment Of Outpatient Mental & Nervous, Substance Abuse Or Private Duty Nursing which are always paid at 75%, nor do these co-payments apply toward the Family Maximum Out-of-pocket stop-loss.		
Covered Expenses include the following:		
Kidney, Skin, Eyes & Bone Marrow Transplants	100%	90%
Physician Office Visits	100%	90%

APPENDIX A – CONTINUED

	<u>Benefits</u>	
	<u>Inside</u> BCBSM PPO <u>Network</u>	<u>Outside</u> BCBSM PPO <u>Network</u>
<u>MAJOR MEDICAL EXPENSE BENEFITS CONT.</u>		
Pre & Post Natal	100%	90%
Certified Nurse Mid-Wife	100%	90%
Physician Services-Accidental Injury	100%	90%
Consultations (outpatient)	100%	90%
Pap Smear – Laboratory Services Only		
(one routine pap smear every 12 months)	100%	90%
Physical Therapy, Speech Therapy, and		
Occupation Therapy	100%	90%
Prosthetic & Orthotic appliances	100%	90%
Mammography Screening (One routine Mammogram		
For women age 35-40; one routine Mammogram		
<u>Annually</u> for women over age 40)	100%	90%
Durable Medical Equipment – Purchased or Rental	100%	90%
Medical Supplies	100%	90%
Accidental Dental	100%	90%
Allergy Testing & Therapy	100%	90%
Well Baby care for infants up to one year of age	100%	90%
Immunizations for children up to and including		
Six years of age	100%	90%
Blood	100%	90%
Chiropractic Services:		
Acute care-20 visits for 1 st 90 days	100%	90%
Chronic care-Following the 1 st 90 days – 2 visits		
Per month for 12 months	100%	90%
<u>PRESCRIPTION DRUG BENEFITS</u>		
For each generic drug purchased	10/20	
(Pharmacies will automatically supply generic drugs,		
unless physician specifies the brand name and adds		
"Dispense as Written" ("DAW") on the prescription)		
Birth Control Pills are <u>NOT</u> covered.		
<u>MAXIMUM LIFETIME BENEFIT PER</u>		
<u>COVERED PERSON</u>	\$5,000,000	\$5,000,000
Additional \$1,000,000.00 Lifetime Maximum Benefit Per Covered Specified Human Organ		
transplant.		
<u>DENTAL EXPENSE BENEFITS</u> (Dental is Self-Insured by Employer)		
Class I Services	100%	100%
Class II Services	75%	75%
Class III Services	50%	50%
<u>MAXIMUM BENEFIT PER COVERED PERSON</u>		
<u>PER CALENDAR YEAR</u>	\$1,000.00	\$1,000.00

APPENDIX B
WASTE WATER TREATMENT PLANT
WORK SCHEDULE

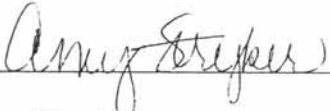
	W	T	F	S	S	M	T	W	T	F	S	S	M	T
OPR/TECH	8	8	8	6	4	8	8	8	8	4	L	L	8	8
OPR/TECH	8	8	4	L	L	8	8	8	8	8	6	4	8	8

The above Work Schedule represents a fourteen (14) Day Schedule which provides Plant Coverage for the complete seven (7) day week. The six (6) hours worked on Saturday will be compensated at the overtime rate while the four (4) hours worked on Friday and Sunday are at the regular rate of pay.

July 1, 2000 through June 30, 2003
City of Imlay City -and-
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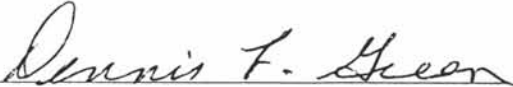
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as the day and year first written.

CITY OF IMLAY CITY:



Amy Stryker
City Manager

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES/MAPE:**



Dennis Green
Labor Relations Specialist



Ronald L. Schroeder
President