

AGREEMENT

THIS AGREEMENT entered into as of the second day of October, 2008, is by and between the CITY OF KALAMAZOO, hereinafter referred to as the "City", and the KALAMAZOO CITY EMPLOYEES CHAPTER of LOCAL #2775, MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH: March 26, 2009

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

ARTICLE IA - RECOGNITION

Section 1 - Union Description. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole and exclusive collective bargaining agency for all of its regular full-time and regular part-time non-uniformed employees, except elected officials, department heads, assistant department heads, managerial employees, office clerical, technical and professional employees, Transit Division employees, confidential employees and supervisory employees within the meaning of the Act.

(a) The use of temporary employees by the City shall be modified to include the maintenance of the City's golf courses (not to exceed 225 calendar days in any calendar year), athletic fields and the moving and erecting of the portable stage. This expansion of the use of temporary employees shall not be construed as an agreement by the Union to other utilization of temporary employees beyond the past practices.

(b) Temporary employees may also be used to work in the Parks and Recreation Department on weekends on a one-to-one basis with a bargaining unit member. In cases where the bargaining unit member is absent on the weekend, the assigned seasonal employee shall work.

(c) Temporary employees may be used during the period beginning April 1 and ending November 30; however, no individual temporary employee shall be permitted to work more than six months during a twelve (12) month period. The number of temporary employees employed by the City will not exceed twenty percent (20%) of the number of filled bargaining unit positions. Temporary employees cannot be assigned to perform, or be compensated for, work above a pay group higher than Laborer II. Temporary employees working between November 1 and November 30 will solely be used to assist in leaf pickup, and will not be utilized for snow removal or any other bargaining unit work.

Section 2 - Union Security. All employees as defined in Section 1 above who, as of the effective date of this Agreement, have completed at least one hundred eighty (180) days of continuous service since their last hiring date shall, as a condition of continued employment, for the duration of this Agreement, become and remain members in good standing of the Union to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members, or to the extent of tendering payment of a service fee equivalent to the amount of monthly dues uniformly required of all Union members. All new such employees hired after the effective date of this Agreement shall immediately upon completion of one hundred eighty (180) days of continuous employment, as a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members, or to the extent of tendering payment of a service fee equivalent to the amount of monthly dues uniformly required of all Union members.

Section 3 - Anti-Discrimination. The City and the Union agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, sexual orientation, height, weight, marital status, physical handicap, nationality or political belief, nor shall the City or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

Section 4 - Union Activity. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working time, excluding work breaks and lunch periods defined in this Agreement.

Section 5 - Payroll Deduction. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Accounting Division, the City will deduct from their fourth pay of each month the monthly Union dues or equivalent service fee as designated to the Accounting Division by the financial secretary of the Union and shall promptly remit any and all amounts so deducted together with a list of names of employees from whose pay such deductions were made to the Secretary-Treasurer of the American Federation of State, County and Municipal Employees Union, Michigan Council 25, 1034 North Washington Avenue, Lansing, Michigan, 48906. A copy of the list mentioned above shall be submitted to Local 2775. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the City's compliance with the provisions of Section 2 above.

(a) For those new employees hired after the date of execution of this Agreement for whom properly executed payroll deduction authorization cards are delivered to the Accounting Division, the City will deduct from their pay on the first dues or service fee deduction date following completion of their **30th day of continuous service**, the initiation fee uniformly requested of all new members as designated by the financial secretary of the Union and shall promptly remit any and all amounts so deducted to said financial secretary. However, it is understood and agreed that said statement of authorization for deduction of any initiation fee shall be executed in an entirely voluntary manner and shall be at the sole discretion of each such new employee. Nothing contained in this Agreement shall compel, as a condition

of continued employment or in any other manner, any employee to tender payment of any initiation fee.

ARTICLE IB - MANAGEMENT RIGHTS

All rights to manage the City and to direct the work force are vested exclusively in the City, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours, daily schedule and work assignments of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for the layoff or recall of employees. The City shall also have the exclusive right to determine the means, methods and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to management and shall not be deemed to exclude other rights of the City not specifically set forth. However, the City acknowledges that such management rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

Article IC, Section 1 – PART-TIME EMPLOYEES

Section 1 – General. Part-Time employees are those employees who work at least twenty (20) hours, but no more than thirty-five (35) hours per week and who work as H-16 Custodians. Part-Time employees shall be governed by all of the Agreements provisions, excluding Articles: VIII – Hours of Work (except Sec. 4 – Break Periods); IX- Wages; X – Holidays; XI–Vacation; XII –Standby Pay; XIII – Sick Leave.

The City will not replace Full-Time Custodians with Part-Time Custodians.

Section 2 – Seniority. Those Part-Time employees working as H-16 Custodians as of October 3, 2001, will have an October 3, 2001 seniority date. For those Part-Time H-16 Custodians hired after October 3, 2001, their hire date will be their seniority date. Part-Time employees will accrue seniority on a “half-time” basis, and will utilize their seniority pursuant to the Agreement’s Article VI.

For those Part-Time employees working as H-16 Custodians on October 3, 2001, their names shall be added to the seniority list (Art. VI, Sec. 3) according to their total length of City service (i.e. longest City service = top of seniority list for H-16 Part-Time Custodian classification).

Section 3 – Wages. For purposes of initial placement on the pay scale (Appendix “A”), Part-Time employees working as H-16 Custodians on October 3, 2001, shall use their date when initially hired by the City, subject to the above-referenced “half time” accrual (e.g. an employee with 4 years continuous City service will be placed at the 2-year pay level). Part –Time H-16 Custodians hired after October 3, 2001, will be placed at the “Start” rate.

Although Part-Time employees accrue seniority on a “half-time” basis, Part-Time employees will progress on the pay scale the same as regular full-time employees.

Section 4 – Benefits. Part-Time employees will accrue four (4) hours paid Sick Leave and four (4) hours paid Vacation each month. Part-Time employees will also receive four (4) hours holiday pay for each holiday set forth in the Agreement’s Article X, Section 1. With the exception of statutorily mandated benefits, Part-Time employees will not receive any other benefits.

ARTICLE II - STEWARDS AND CHIEF STEWARDS

Section 1 - Designation. It is understood and agreed that the employees covered by this Agreement shall be represented by chief stewards and stewards-at-large, and stewards, elected by the employees, as per the following designations:

Stockbridge St. Site:	One (1) Chief Steward
Water Distribution	
Sewer Collection	Two (2) Stewards
Streets	
Forestry	One (1) Chief Steward
Cemeteries	Two (2) Stewards
Fleet	
Harrison St. Site	One (1) Chief Steward
Wastewater Operations	
Wastewater Maintenance	Three (3) Stewards
Water Operations	
Well maintenance	
Mills St. Site	
Parks and Recreation Dept.	1 Chief Steward
All other A.F.S.C.M.E. Employees	Stewards at Large

Section 2 - Notification of Appointments. It is agreed that chief stewards and stewards must be employed in the department they represent and at the time of their designation as such must have completed their probationary periods. Additionally, it is agreed that all new chief stewards and stewards will receive eight (8) hours of training in contract interpretation and grievance handling, by the Union, within the first three (3) months after being elected to the office.

(a) The Chair of the bargaining unit shall promptly notify the Human Resources Office, in writing, of the names of the stewards, stewards-at-large, and chief stewards and the areas each represent and will promptly notify the Human Resources Office, in writing, of any changes or replacements thereof.

(b) In the absence of a steward, the chief steward may appoint an alternate steward by notifying the appropriate supervisor for the steward's area. Such appointment shall be confirmed by written memorandum to such appropriate supervisor.

(c) In the absence of a chief steward, the Chair of the bargaining unit may appoint an alternate chief steward by notifying the Human Resources Office. Such appointment shall be confirmed by written memorandum to the Human Resources Office.

(d) The steward-at-large shall be the bargaining unit's President.

Section 3 - Functioning as Steward. Chief Stewards, Steward at-large, and Stewards shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours for consultation to determine whether a grievance should be filed, and to investigate and present grievances as provided in the grievance procedure. It is expressly understood that in no event shall any Union representative leave his/her work for grievance purpose without first notifying and obtaining the approval of his/her immediate supervisor, which will be promptly given if the Chief Steward or Steward can readily be replaced by another employee in the immediate vicinity (if replacement is necessary) who has the then present ability to satisfactorily perform the work of such Chief Steward or Steward and provided further that such absence will not significantly curtail the operations or work. If the immediate release of the Stewards and Employees is not granted by the Employer, arrangements shall be made for such meeting to be held not later than the beginning of the first 4 working hours of the Employee's next regularly scheduled shift.

Section 4 - Scheduling of Special Conferences. Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the City within ten (10) regularly scheduled working days after request of either party subject to the following conditions:

(a) Such meetings shall be held not more frequently than once each calendar month.

(b) Such meetings must be attended by the Chair of the bargaining unit, a Council or International Representative of the Union and not to exceed an additional three (3) members of the local Union, the Human Resources/Labor Relations Director of the City and/or other designated representatives of the City.

(c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.

(d) Such special conferences shall be held during the regularly scheduled working hours, shall begin not earlier than 8:00 a.m., and shall end not later than 4:00 p.m. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2 - Steps. In the event a complaint has not been resolved by oral discussion with the supervisor designated for that purpose by the department head, the matter shall be resolved in the following manner:

FIRST STEP: Within seven (7) regularly scheduled working days after the employee and/or Union has knowledge of the occurrence of the event upon which the complaint is based the proper steward shall notify the supervisor of the complaint. The supervisor shall, within five (5) regularly scheduled working days of notification of the complaint, schedule a meeting with the steward, the department manager, the department head or his/her designee, and the employee, if he or she chooses to attend. If no resolution is reached at this meeting, then within two (2) regularly scheduled working days the complaint shall be reduced to a written grievance. Grievances shall be made out in triplicate, two (2) copies of which must be presented to the proper supervisor designated for the purpose. A written grievance shall state: (a) who is affected, (b) what happened, (c) when it happened, (d) where it happened, (e) what section of the contract has allegedly been violated, and (f) what adjustment is requested. The department manager will issue a written answer within seven (7) regularly scheduled working days, to the Chief Steward or designee. However, no complaint shall be processed hereunder regarding an occurrence that happened more than fifteen (15) regularly scheduled working days prior to the date the complaint is presented to the proper supervisor.

SECOND STEP: If the grievance has not been resolved, then within five (5) regularly scheduled working days after receipt of the First Step answer, the proper chief steward shall present, in writing, an appeal which shall include the reasons why the City's prior answer is deemed unacceptable, to the Director of Labor Relations or designee. The Director of Labor Relations or designees shall, within three (3) regularly scheduled working days after receipt of the written appeal, schedule a meeting with the Unit President or designee, the proper Chief Steward, the supervisor and/or department head and the grievant, if he or she chooses to attend. Such meeting shall be held within ten (10) regularly scheduled working days after the written appeal has been received by Human Resources. The Human Resources/Labor Relations Director or designee shall issue a written response to the proper Chief Steward and the Unit Chair or designee within five (5) regularly scheduled working days after the meeting. At the union's discretion, a Council 25 representative may attend this meeting, providing the Unit President provides twenty-four (24) hours advance notice to the Human Resources/Labor Relations Director or designee. In such a case, the City may also have a labor attorney present.

THIRD STEP – Mediation: If the grievance has not been resolved, then within ten (10) regularly scheduled working days after receipt of the Second Step answer by the Unit President, he/she shall notify the Director of Labor Relations

or designee in writing that the union wishes to proceed to a mediation hearing. Within three (3) regularly scheduled working days of such notification the Director of Labor Relations or designee shall file a request for mediation through the Michigan Employment Relations Commission, a copy of which shall be forwarded to the Unit President and the Council 25 representative. If the Commission is unable to hear the grievance within fifteen (15) regularly scheduled working days from receipt of the submission for any reason, either party may demand (within five (5) regularly scheduled working days of such notification by the City to the Unit President and the Council 25 representative) to proceed directly to arbitration. The mediation hearing shall be governed by the following rules: (1) The grievant shall have a right to be present at the Mediation Hearing; (2) Each party shall have one principal spokesperson; (3) Outside lawyers or consultants shall not participate in a mediation hearing; (4) Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing; (5) Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made; (6) The mediator shall have the authority to meet separately with any person or persons and their chief spokesperson, but will not have the authority to compel a resolution of a grievance; (7) If no settlement is reached, the mediator shall provide the parties with an immediate verbal opinion, (8) The mediator shall state the grounds for his/her advisory decision; (9) The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement; (10) The opinion of the mediator shall not be submitted as evidence if the grievance later is heard by an arbitrator. (11) If a resolution is agreed upon by both parties a signed document of resolution shall be developed and signed by an HR designee, the Unit President and another union designee within seven (7) working days of the mediation.

FOURTH STEP – ARBITRATION: In the event the parties are unable to arrive at a mutually acceptable solution to the grievance or if the mediation step was bypassed, and the Union wishes to appeal the matter to arbitration, it shall notify the Human Resources/Labor Relations Director or designee of its intent within thirty (30) calendar days of the receipt of summary from Human Resources, file a Demand for Arbitration with the appropriate Arbitrator on the arbitration panel. Such arbitration hearing shall be held in accordance with the rules of the American Arbitration Association then in effect.

The parties shall select an Arbitrator from the following mutually agreed upon panel of Arbitrators on a rotating basis:

Deborah Brodsky
Mario Chiesa
William Daniel
Mark Glazer
Paul Glendon

The Arbitrators shall be placed on the panel in alphabetical order. The first Arbitrator selected shall be the Arbitrator whose name is at the top of the list. After an Arbitrator has been assigned a grievance from the Parties, his/her name shall be placed at the bottom of the list. The Arbitrator whose name is at the top of the list shall be assigned the next grievance, and so on. If a selected Arbitrator is not able to hear a

grievance, his/her name shall remain in the same place on the list and the next Arbitrator on the list shall be selected. This procedure shall continue until an Arbitrator is selected.

Local 2775 shall submit the grievance and notification to the City and the AFSCME Council 25. AFSCME Council 25 Arbitration Department shall review the grievance on its merits. AFSCME Council 25 shall submit approved cases to the appropriate Arbitrator within 30 calendar days from the date of notice by Local 2775 to the City.

AFSCME Council 25 Arbitration Department shall track selection of the Arbitrators from the approved panel of Arbitrators. When an Arbitrator is selected, the Parties shall jointly ask the Arbitrator to provide a hearing date (or dates) as soon as possible. If the Arbitrator is unable to offer a hearing date within six (6) months of selection, the Parties may, by mutual agreement, select the next Arbitrator on the list if that Arbitrator is available to hear the grievance sooner. This process shall continue through the list to assign the grievance to the closest date after the six (6) month target.

AFSCME Council 25 Arbitration Department shall coordinate the setting of dates with the City's Human Resources/Labor Relations Director, or designee.

The Union and the City may mutually agree to change the list of Panel members. A member of Council 25 and the City's Human Resources Department may, after ten (10) calendar days notice, delete an arbitrator and replace him/her with a mutually agreeable arbitrator.

Neither the Mediator in Step Three above, nor the Arbitrator mentioned above shall have any authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his or her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the Union.

Section 3 - Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the Union shall process the grievance to the next step. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be withdrawn without prejudice.

Section 4 - Union Wide Grievances. Grievances on behalf of the entire department or the entire Union body shall be filed not later than ten (10) calendar days following the date of the occurrence which is being grieved, shall be signed by the Chair of the Union's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

Section 5 - Meeting Time. Meeting of the joint grievances committees provided for in the Second and Third Steps of the grievance procedure shall start not later than 2:00 p.m. on the day for which they are scheduled. The Union committee members, not

to exceed a total of four (4) in number, shall be paid their straight time hourly rate of pay for any time necessarily lost from their regularly scheduled work at the job site to attend such meetings but not to exceed forty (40) minutes prior to start of such meetings. The grievant, Union President and Chief Steward (or steward involved in the case) shall be paid for time lost from their scheduled work while attending mediation and arbitration hearings. Other Union witnesses, who are bargaining unit employees, shall be paid for time lost from their scheduled work while attending arbitration hearings.

Section 6 - Committee Changes. The City shall be promptly informed in writing as to the membership of the Union's Grievance Committee and any changes therein.

Section 7 - Definition: "Working Days". Wherever the words are used in this Article, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE IV - DISCIPLINE

Section 1 – Representation. Unless otherwise requested, an employee shall have a Union representative present at a meeting at which discipline may reasonably be expected to take place, or at an investigatory interview of the employee by the City regarding allegations or charges of misconduct against the employee which, if substantiated, could result in discipline. The Union representative shall be allowed a brief period of time to confer with the employee prior to the meeting.

Section 2 – Procedure.

1. When an employee is to be disciplined or placed on investigatory suspension (to be used only where removal from the job or premises is warranted), a meeting shall first be held and the employee and his/her Union representative shall be informed why he/she is being disciplined or placed on investigatory suspension. The employee will be provided an opportunity to respond.
2. Before the meeting adjourns the employee and his/her Union representative will be provided a written notification as to why he/she is being disciplined or placed on investigatory suspension.
3. Within two (2) regularly scheduled working days after the meeting (or completion of the City's investigation; if not complete within 5 regularly scheduled working days, Human Resources shall provided the Unit Chair with a status report and anticipated investigation completion date), a final written disciplinary action will be either personally presented or mailed (first class) to the employee, with a copy faxed to the Unit Chair or his/her designee. If an investigatory suspension does not result in suspension (of equal or longer duration) or discharge, the employee will be returned to work with appropriate back-wages.

Section 3 - Disputing a Discharge or Suspension. In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof and he/she believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Labor Relations Director or designee within three (3) regularly scheduled working days after the Union receives written notification of such discharge or suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure.

(a) If during a meeting with the City regarding a suspension or discharge an employee requests a Union representative, his/her steward, chief steward or steward-at-large shall be called and provided the reasons for the disciplinary action in the employee's presence.

(b) A suspended or discharged employee, if he/she so desires, will be allowed time to discuss the suspension or discharge with a Union representative who is readily available before being required to leave the property of the City. The City agrees to give written notification to a Union representative of such discharge or suspension.

(c) It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute the employee's authorization of the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the alleged offense and such filing shall further constitute a release of the City from any and all claimed liability by reason of such disclosure.

(d) Any employee covered by this Agreement may view the contents of his/her personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon request.

Section 4 – Access to and Release of Information.

(a) It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute the employee's authorization of the City to reveal to the participants in the grievance procedure any and all information available to the City concerning the alleged offense and such filing shall further constitute a release of the City from any and all claimed liability by reason of such disclosure.

(b) Any employee covered by this Agreement may view the contents of his/her personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon request.

Section 5 - Unjust Discharge or Suspension. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if

any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less the amount of any unemployment compensation received or any compensation earned as a result of being available for other work during the period of suspension or discharge.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1 - Agreement. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, sympathy strike, or any other curtailment of full service to the City. However, bargaining unit employees shall not be required to perform the work of any striking employees. The City also agrees that during the same period there will be no lockouts.

Section 2 - Discipline. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike, sympathy strike or any other curtailment of full service to the City, may be disciplined or discharged in the sole discretion of the City. However, it is understood and agreed that the question as to whether an employee's or employees' activity was such as is proscribed by this Section may be a proper subject for the grievance procedure.

ARTICLE VI - SENIORITY

Section 1 - Definition. Seniority shall be defined as an employee's length of continuous service with the City as a regular employee in a job classification covered by this Agreement. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations or layoffs, except as hereinafter provided.

(a) Continuous service shall be defined as an employee's length of service with the City since his/her last hiring date as a regular employee. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the City as a regular employee since which he/she has not quit, retired or been discharged.

Section 2 - Probation Period. All new employees in the bargaining unit shall be probationary employees until they have completed six (6) months of employment. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status in the bargaining unit. During the probationary period, the employee shall have no seniority status, may be laid off or terminated in the sole discretion of the City without regard to his/her relative length of service and without recourse to the grievance procedure. At the conclusion of the first six (6) consecutive calendar months of employment, the employee's name shall be added to the seniority list as of his/her last hiring date. **For the purpose of job performance only, probation for the Wastewater Operator Maintainer position will be 12 months.**

The unit president shall be allowed up to thirty (30) minutes paid time to meet with the new employee during an orientation meeting arranged by the City within the first week of employment.

Section 3 - Seniority List. The City will maintain an up-to-date seniority list. A copy of the seniority list by bargaining unit and regular classification seniority will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee at the top of the list. If two (2) or more employees have the same last date of entry as a regular employee into a classification covered by this Agreement, their names shall appear on the seniority list by bargaining unit seniority. If two (2) or more employees have the same bargaining unit seniority they shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4 - Termination of Seniority. An employee's seniority shall terminate:

- (a) If he/she quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work, he/she fails or refuses to notify the City of the intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the City or, having notified the City of the intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he/she is absent for three (3) regularly scheduled working days without notifying the department head or the Human Resources Office prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- (d) If he/she accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he/she presents evidence satisfactory both to the City and the Union that it was impossible to return to work at the expiration of such leave.
- (e) When he/she has been laid off for lack of work for a continuous period of time in excess of twenty four (24) consecutive months.

Section 5 - Layoffs. When it becomes necessary to reduce the size of the work force, the City shall determine the classifications to be affected. Probationary employees in the affected classifications shall first be displaced. (Returned to their former classification if in a trial period under the job bidding procedure). Thereafter, the last non-probationary employee or employees to enter the job classification within a pay *grade* shall be the ones removed therefrom. Employees thus removed from the job classification shall replace the employee with the least classification seniority within the pay grade, in a classification which the bumping employee has the ability to perform without a break-in or training period.

If the bumping employee replaces an employee in a different classification within the same pay grade, the bumping employee shall carry his/her previous classification seniority into the new classification. Bumping within a pay grade shall be a one time opportunity exercised by the employee(s) initially affected by a layoff. Any employee bumped out of their pay grade, after the one time initial bump as mentioned above, shall replace the employee with the least bargaining unit seniority in any lower rated classification, seniority permitting, which work such replacing employee can

satisfactorily perform without a break-in or training period. Employees thus displaced from their job classification shall be entitled to exercise the same right.

Notwithstanding the above, a junior employee may be retained in a job classification if there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff without a break-in or training period.

Employees who secure a position in any lower rated classification through the bumping procedure shall henceforth have their bargaining unit seniority become their classification seniority in instances of any future layoffs.

(a) When it is necessary to lay off employees, the City will give the affected employees at least five (5) regularly scheduled working days' advance notice of such layoff.

(b) For the purpose of this Section 5 and Section 6 of this Article, an employee who had previously permanently occupied a job in excess of ninety (90) regularly scheduled working days and has not been removed therefrom because of unsatisfactory performance shall be assumed to be able to satisfactorily perform such job and shall be given a trial period of up to but not to exceed five (5) regularly scheduled working days to demonstrate that he/she can do so.

(c) In the event of a layoff, an employee with written approval of the City may elect not to displace another employee and to take a layoff, provided he/she has other full-time employment available. Such employee shall remain subject to the recall procedure set forth in this Agreement.

(d) Laid off employees shall have the option of having all accrued vacation paid in a lump sum at the time of layoff or run the vacation out at a rate of three (3) days per week.

(e) The sick time bank of laid off employee shall remain frozen and available at 100% if the employee is returned to work within 24 months of layoff.

Section 6 - Recall. When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work without break-in or training will be the first recalled to work. If there are no employees on layoff status who can satisfactorily perform the available work without break-in or training, and the available work is of such a nature that a normal employee shall be able to learn to perform such work with minimum break-in or training, the senior laid off employee in the bargaining unit who has the capability and the special qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given a minimal amount of break-in or training period. If under this Section there are no laid off employees who qualify for recall, then the City shall be free to hire new employees to perform such work.

(a) If an employee is given a minimum break-in and training as above provided and demonstrates that with such break-in and training he/she is unable to satisfactorily perform such work, he/she shall then be returned to layoff status and not again be eligible for recall to work until work is again

available in a job in which he/she can satisfactorily perform without a break-in or training period to which his/her seniority entitles him/her.

Section 7 - Promotions. When it is necessary to promote an employee to fill a new, permanent job classification or a permanent vacancy in an existing job classification, such permanent job or vacancy shall be posted on the appropriate bulletin boards throughout the City's operations for a period of seven (7) calendar days, during which time employees may bid for such job or vacancy by signing their name on such posting. Such posting shall include a statement of the job requirements and whether tests, oral and/or written and/or performance must be taken by the bidders. Additionally, if under subsection (b) below, the City has determined that the selection procedure must be expedited, the posting shall so state. From among those employees who bid therefor, the job or vacancy shall be filled on the basis of ability and seniority with first consideration at each step outlined below being given to upward bids, second consideration to lateral bids, and then consideration to downward bids, unless the downward or lateral bid is from an employee whose job is being eliminated or is being displaced from his/her job classification. Bids from such individuals will be given first consideration.

(a) A permanent posting shall exist for Custodian I and Laborer I positions. Employees interested in being considered for the next vacancy shall notify the Human Resources Department in writing. The senior employee who so bids shall be awarded the next vacancy. If no employee has so bid when the vacancy occurs, the position shall be filled by hiring a new employee.

(b) Effective upon the signing of this Agreement, when any other jobs are to be filled by bidding, the following will apply: The bidding employee within the bargaining unit who is able to perform the job, who has the best special qualifications and who has satisfactory work habits shall be awarded the job. In determining whether an employee appears to have the prerequisite requirements, reference will be made to such employee's documented work history and job experience for the previous two years in the area of the posted job requirements, and whether the applicant can satisfactorily pass a test or tests (oral, written, or practical) designed to reveal the required ability for the job, if and when such tests are applicable.

When all the requirements in the above paragraph are satisfied, and an applicant has the best special qualifications from within the bargaining unit bidders, he or she will be awarded the job irrespective of seniority or upward, lateral, or downward bidding. If, among the bidders, all their qualifications are equal (equally considering upward, lateral, and downward bidders) preference shall be given to the most senior bidder.

An exception to the above two paragraphs shall be made when a downward or lateral bidder is an employee whose job is being eliminated or who is being displaced from his or her job classification. Bids from such individuals will be given preference over other bidders if they satisfy the minimum requirements for the position.

(c) If there are no bidding employees who possess the requirements specified in subsection (a) above, then the job or vacancy may be filled by hiring new employees.

(d) When the practical operating test is given to an employee bidding on an Equipment Operator position, the test shall be given and observed by the Equipment Services Heads in the Public Works and Utilities Departments, and by a supervisor or foreman in the division or department in which the bid-upon job exists. Answers on the written test may be given orally or in writing.

(e) No employee shall be placed in a position that will be directly or indirectly supervised by the employee's spouse, parent, child, brother or sister. Any employee who is directly or indirectly supervised by the employee's spouse, parent, child, brother or sister as of the effective date of the City policy dated May 16, 1994, may remain in his or her current position.

(f) In the event that a relationship as defined in subsection (d) above is created between employees within the same department, without the approval of the City Manager, then one (1) of said employees shall within thirty (30) calendar days move to a position outside of said department or shall move into a position without the organization.

(g) An Apprentice Wastewater Operator and an Apprentice Water Operator must take the "Class D" test or "D-4" test (whichever is applicable) at such time as determined eligible by the State of Michigan. Employees initially taking this test during this contract term will be given two (2) opportunities to pass the test, if their first test score equals or exceeds eighty per cent (80%) of the passing score for the test. Employees who are subject to the second opportunity must also meet the following requirements up to and including the date of the certification exam:

1. They must attend all in-plant training offered by the City.
2. They must record with their supervisor a minimum of two (2) hours per week in study time.
3. They must attend all classes arranged in preparation for the test.

Failure to meet these requirements will render the employee ineligible to take the test the second time and the employee will be deemed to have failed to pass the test the second time.

Failure to pass the test the second time will be cause for the employee to be returned to his or her former classification and the vacancy to be refilled. An employee who was initially hired by the City as an Apprentice Wastewater Operator or Apprentice Water Operator and who fails to pass the above test shall:

1. Be permitted to remain in the Apprentice classification for thirty (30) days after the date of notification of the failed certification exam before being removed from such classification;
2. For a period of six (6) months after the date of notification of the failed exam, have one opportunity to be placed in the next available vacant position (prior to posting) in an equal or lower rated classification which he

or she possess the qualifications to perform. Such an employee will retain the right to use his/her accumulated seniority to bid on any posting, except for the position from which he or she was removed for failing to pass the appropriate state exam.

3. An employee who fails to successfully complete the Apprentice Wastewater Operator program will not be allowed to thereafter bid on a Wastewater operator position until he/she is in possession of a MI Class "D" Wastewater License. If the employee is the successful bidder, he/she will enter as an Operator I.

4. For a period of six (6) months after removal from his/her Apprentice classification, be eligible to be placed into a temporary or seasonal work position. An employee so assigned will be paid at the temporary or seasonal rate for that position and will not be eligible for benefits.

When, in the City's judgment, the employee satisfies all of the requirements of a Wastewater Operator I or a Water Operator I, he or she will be placed in that classification. If at any time during the period it is determined that the employee will not be able to satisfy the requirements, or if he or she has not satisfied the requirements, the employee shall be returned to his or her former classification and the vacancy reposted.

Employees who are in job classifications that require licenses or certifications are responsible for obtaining and maintaining the required licensure and certifications. Failure to do so may result in demotion and will result in the loss of any certification and/or license bonuses. The City agrees to maintain its current practices of supporting, and payment/reimbursement of, employee licensing, certification and required training.

(h) When, in the City's judgment, a Maintenance Repairer satisfies all of the requirements of a Maintenance Mechanic, or when, in the City's judgment, a Maintenance Mechanic satisfies all of the requirements of a Lead Maintenance Mechanic, the employee will be placed in that classification.

(i) Apprentice Distribution Servicers will be allowed to remain in the classification for a maximum of three (3) years in order to advance to the Distribution Servicer I classification by satisfactorily passing a written and practical examination. If at any time during the period the employee demonstrates that he or she will not be able to satisfy the requirements, the employee shall be returned to his or her former classification and the vacancy reposted. Employees entering the Apprentice Distribution Servicer classification on or after October 1, 1994 must also obtain an S-4 certification in order to advance to the Distribution Servicer I classification. An employee who was initially hired by the City as an Apprentice Distribution Servicer and who fails to pass the above test within three years of being hired or (for employees entering the Apprentice Distribution Servicer classification on or after October 1, 1994) fails to obtain the S-4 certification within three years of being hired shall:

1. Be permitted to remain in the Apprentice classification for thirty (30) days after the date of notification of the failed certification exam before being removed from such classification;

2. For a period of six (6) months after the date of notification of the failed exam, have one opportunity to be placed in the next available vacant position (prior to posting) in an equal or lower rated classification which he or she possess the qualifications to perform. Such an employee will retain the right to use his/her accumulated seniority to bid on any posting, except for the position from which he or she was removed for failing to pass the appropriate state exam.

3. For a period of six (6) months after removal from his/her Apprentice classification, be eligible to be placed into a temporary or seasonal work position. An employee so assigned will be paid at the temporary or seasonal rate for that position and will not be eligible for benefits.

Section 8 - Promotions for Vehicle Mechanics. Employees hired or promoted into the Vehicle Mechanic I classification on or after the effective date of this Agreement must advance to the Vehicle Mechanic II classification within two years of entering the Vehicle Mechanic I classification. If an employee does not so advance within two (2) years, at the end of the two year period he or she will have one opportunity to be placed in the next available vacant position (prior to posting) in an equal or lower rated classification which he or she has the qualifications to perform.

(a) Employees hired as Auto Mechanics before the effective date of this Agreement may retain their current classification without a requirement for state motor vehicle mechanic classification.

(b) In order to be eligible to advance within the Vehicle Mechanic classifications, employees must obtain and maintain the following number of state motor vehicle mechanic certifications:

Vehicle Mechanic II (H-30) – 6 certificates
Vehicle Mechanic III (H-34) – 10 certificates
Master Mechanic (H-38) – 16 certificates

To be eligible for advancement, the employee must present the City with proof of having obtained the necessary number of certificates for advancement and the City will review the employee's related job experience and work history during the preceding two (2) years, all of which may be taken into consideration by the City. The employee will be advanced to the applicable classification if he or she meets the criteria set forth in the preceding sentence. Advancement to these classifications shall be accomplished through the system set forth in this subsection and shall not be subject to the bidding procedure.

(c) Those persons employed as Auto Mechanics III prior to the effective date of this Agreement will continue to be paid at the H-36 level. Additionally, the City will pay the annual renewal fees for all licenses or certificates the employee holds.

(d) All vacancies will be posted as Vehicle Mechanic I and following the probationary period, the employee will advance to the applicable classification.

Section 9 - Promotion for Well Drillers. Any employee hired or promoted into the Well Driller I classification on and after the effective date of this Agreement must pass the state Well Driller's certification test within four (4) years of entering the Well Driller I

classification. Upon passing the test, the employee will be promoted to the Well Driller II classification. If he or she fails to pass the test within four (4) years, at the end of the four year period the employee will have one opportunity to be placed in the next available vacant position (prior to posting) in an equal or lower rated classification which he or she possesses the qualifications to perform.

Section 10 - Job Probation. When an employee is awarded a job under the provisions of Section 10 of this Article, the successful bidder shall be on job probation for a period of not to exceed sixty (60) days of work in the new classification and may be removed **from there** at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of such job. When calculating this probationary period, absences totaling more than five (5) days may serve to allow the City to extend the probationary period for an additional period equal to the number of absent days. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied.

(a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding three (3) months. Any employee who is removed from a job classification for which he/she had bid because of the inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of setback.

Section 11 - Temporary Transfers. The City shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The City shall also have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed six (6) months. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this Section, shall not acquire any permanent title or right to the job to which he/she is temporarily transferred but shall retain his/her seniority in the permanent classification from which he/she was transferred.

(a) It is understood that when it is necessary to temporarily transfer an employee under this Section, it is the objective to do so in an expedient manner with the least possible disruption of work. Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job when a temporary vacancy occurs shall advise the Human Resources Department in writing of such desire. When a temporary vacancy occurs due to an employee being on approved vacation or leave of absence where the City had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the Human Resources Department, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if he/she can be spared from his/her regular job classification. When the temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the City is made aware that the absence will be of a prolonged nature, from among those employees who had

notified the Human Resources Department, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy if he/she can be spared from his/her regular job classification.

(b) If an employee is temporarily transferred for the City's convenience as provided in this Section to a job classification for which the rate range is lower than the rate range for his/her regular job classification, the hourly rate of pay shall not be reduced. If such temporary transfer is to a job classification for which the rate range is higher than the rate range for his/her regular job classification, he/she shall receive the rate of pay applicable as if he/she were promoted to such position and shall continue to receive such rate of pay until he/she has completed the temporary assignment at which time he/she will be returned to his/her regular job classification and rate of pay.

Section 12 - Continuation of Seniority. If an employee is transferred to a position outside the bargaining unit, said employee's seniority shall be frozen as of the date transferred. Employees so transferred shall terminate their seniority after two (2) years. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 13 - Permanent Shift Transfer. Employees within a job classification who, prior to an opening occurring within such job classification, in their department or a major division thereof, advise the Human Resources Office in writing that they wish to be transferred to some other shift will be permitted to so transfer when there is an opening in their job classification for which they have the ability to perform on such other shift before the vacancy in the job classification is filled by bidding. If two (2) or more employees in the job classification make such written request for the same shift, the senior employee who made the request shall have the preference.

(a) It is understood and agreed that the transfer of shift request referred to above is not to be construed as including requests for transfer to different pieces of equipment or machinery or different work crews on the employee's normal shift.

Section 14 - New or Changed Shifts. When a new shift is established or it is necessary to change shift operations, the following procedure shall apply:

(a) Employees in the required classification who have the present ability to perform the necessary work shall have the right to elect to transfer to the other shift in line with their seniority.

(b) If there is an insufficient number of capable employees who volunteer to so transfer, then employees with the least seniority in said classifications who have the present ability to perform the necessary work shall be the ones transferred to the other shift.

Section 15 – Super-seniority of Union President. The bargaining unit President shall be the steward-at-large, and for the purpose of layoff for lack of work and recalls to work following such layoff only, for the term of his/her office, he/she shall be considered as being at the top of the seniority list. He/she shall be the last to be laid off for lack of work

and the first to be recalled thereafter providing he/she has the present ability to satisfactorily perform available work. This super-seniority shall not apply until such time as such employee has exhausted his/her actual seniority.

Section 16 - Seniority of Union Stewards. The elected chief stewards and stewards for the purpose of layoff for lack of work and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee within their department. They shall be the last to be laid off for lack of work from their department and the first to be recalled to work in their department following such layoff providing they have the then present ability to satisfactorily perform available work in such department. This super-seniority shall not apply until such time as such employees have exhausted their actual seniority

Section 17 - CDL's. Employees who renew their Certified Driving License (CDL) will have the fee for this certification reimbursed by the City, upon presentation of proof of payment. An employee who is required to obtain a CDL will be allowed time off work, without loss of pay, to go to the Secretary of State's office to take the test for the CDL, beginning at 2:30 p.m.

ARTICLE VII - LEAVES OF ABSENCE

Section 1 - Personal Leave of Absence. The City may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/her probationary period provided, in the sole judgment of the City, good cause exists for the request and such employee can be spared from his/her work at the time requested.

Section 2 - Medical Leave of Absence ("MLOA")

Employees may request an unpaid MLOA if physical or mental conditions necessitate time away from work. You must submit a "Leave of Absence Request" form to Human Resources, along with a detailed physician's written statement explaining why you cannot perform your current job.

Length. You will be required to utilize your available sick time. Thereafter, you may use vacation days; any remaining MLOA will be unpaid. A MLOA will be limited to the period of actual inability to work, but may not exceed twenty-four (24) consecutive calendar months.

You may request a cumulative 24 months MLOA for the same medical condition (e.g. an employee returning to work 16 months after his/her MLOA commenced, could within the following six months request an additional MLOA of up to 8 months for the same medical condition.) To qualify for a new 24 month MLOA you must either have a distinctly different qualifying medical condition, or after returning from MLOA must re-Qualify for a new 24 month period by actually working at least 6 consecutive calendar months.

Compliance and Return. You must return to work at the designated time and submit a doctor's written release setting forth your restrictions, if any.

- An employee with one (1) or more years (2080 hours/yr) paid sick time available when his/her MLOA commences will be reinstated to his/her original

position for up to twenty-four (24) months. Upon request, the employee's vacation time may be carried over into the following calendar year.

- Any other employee will be reinstated to his/her original position if he/she returns to work within twelve (12) consecutive calendar months or upon expiration of his/her approved leave of absence, whichever occurs sooner.
- If you return to work more than twelve (12) consecutive calendar months, but within twenty-four (24) consecutive calendar months after your MLOA commenced, you will be reinstated to your former position if it is vacant.
- If your former position is not vacant, you will be returned to an "equivalent" vacant position.
- If there are no vacant "equivalent" positions, you will be returned to any vacant position for which you are qualified.
- If there are no vacant positions you will be laid off and have recall rights as set forth in this Agreement (Art. VI, Sec. 6). An employee who is not recalled within twelve (12) consecutive calendar months from the layoff date will be separated from employment (Art. VI, Sec. 4).

Section 3 - Critical Illness and Funeral Leave. Paid leave for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, the employee's child (including step-child), parent, step-parent, or domestic partner, and may be granted for a period of up to but not to exceed three (3) regularly scheduled working days at any one time.

(a) Paid leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, the employee's child (including step-child), brother, sister, parent, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law, or grandchild. Relatives other than those designated herein shall not be considered members of the immediate family for the purposes of this subsection. Paid leaves under this subsection may be granted for up to but not to exceed three (3) consecutive regularly scheduled working days if the funeral subsequent to such death occurs within a radius of three hundred (300) miles of Kalamazoo, or up to but not to exceed five (5) consecutive regularly scheduled working days if the funeral subsequent to such death occurs beyond three hundred (300) miles from Kalamazoo. To be eligible for paid leave under this subsection the employee must attend the funeral.

Section 4 - Military Reserve Leave. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received from the City had they worked during such period. The

compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks (ten regularly scheduled working days) in any one calendar year. For purposes of this section only, a "calendar year" will be treated as the fiscal year used by the military.

Section 5 - Regular Military Leave. A full-time employee who enters the military service by draft enlistment or by reserve duty shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the Uniformed Service Employment and Re-employment Act (USERRA) and all other applicable laws then in effect.

Section 6 - Jury Duty. An employee who has completed his/her probationary period and who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the City shall be paid the difference between the amount received from the Court as daily jury fees and what he/she would have earned from employment with the City on that day on the basis of eight (8) hours of work at his/her regular rate of pay. The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) days in any calendar year. In order to receive the payment above referred to, an employee must give his/her department head prior notice of having been summoned for jury duty and must furnish satisfactory evidence that he/she performed jury duty on the days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 7 - Serving as a Witness. An employee who is subpoenaed as a witness in a legal matter on behalf of the City of Kalamazoo as an employer shall be paid at his/her regular straight time hourly rate for all hours so served.

(a) It is understood and agreed that all witness fees and mileage fees received by the employee will be deducted from the total pay computed in the above manner.

Section 8 - Union Assignment. Employees who are elected or selected by the Union to accept a full-time assignment with the local Union, the Council or the International Union which assignment takes them away from their employment with the City shall, upon written request by the Union served upon the Human Resources Office of the City, be given a leave of absence without pay and without loss of seniority for such purpose, provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

Section 9 - Attending Union Functions. Employees who are elected or selected by the Union to attend functions of the Michigan Council #25 A.F.S.C.M.E. or the International A.F.S.C.M.E. Union, both exclusive of all affiliations, such as conventions, safety conferences, and educational conferences shall be allowed time off with pay and without loss of seniority for a period of not to exceed five (5) consecutive calendar days at any one time to attend such conventions and conferences, provided the Human Resources Department is advised in writing by the Union of such intended absence at least three (3) regularly scheduled working days prior to the start thereof and provided no more than two (2) employees shall be allowed time off for this purpose at any one time, except for steward training sessions as provided for in Article II, Section 2.

(a) It is understood and agreed that the total cumulative number of regularly scheduled working days allowable under this Section shall not exceed fifteen (15) in any twelve (12) month period.

(b) The bi-annual Michigan State AFL-CIO convention shall be included as an eligible function subject to the limitations of this Section set forth above.

(c) Under the provisions outlined above, the City may grant approval for employees to attend other legitimate Union activities provided, in the sole judgment of the City, such approval is mutually desirable.

Section 10 – Family and Medical Leave Act (“FMLA”). The parties acknowledge that qualifying leave will be treated in accordance with the City’s existing Family and Medical Leave Act policy. To the extent there is any conflict between the policy and the Act, the Act will prevail.

Section 11 - Approval. Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the department head and the Human Resources/Labor Relations Director in order to preserve the employee's job rights during such leave. If an employee is on an unpaid leave, layoff or disciplinary suspension, any of which lasts more than fifteen (15) consecutive calendar days, the employee has the choice of continuing health, life and dental insurance benefits or having them canceled. If the employee chooses to continue coverage, he/she must at the beginning of the absence, execute the proper form at the Human Resources Office agreeing to be responsible for paying the cost of the health, dental and life insurance premiums and that such amount may be deducted from any compensation due from the City. Additionally, the employee shall have his/her next longevity payment and vacation benefits accrued on the following December 31st reduced by 8.33% for each thirty (30) consecutive calendar days of absence.

(a) Notwithstanding the above, the City shall continue its regular payments for the insurance coverage and there shall be no vacation or longevity proration for the first fifty-two (52) weeks of a medical leave due to an injury compensable under the Michigan Workers' Disability Compensation Act, or a jury duty leave. For example, if an employee were on workers' compensation for 8 months in one year, he would use up 8 months of credit and receive a full longevity check and accrued full credit for vacation that year. In subsequent years, he would have a total of 4 months of credit remaining for the same injury before the pro rata longevity and vacation calculation goes into effect.

ARTICLE VIII - HOURS OF WORK

Section 1 - Normal Working Hours. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive, except for those operations or jobs the City schedules for seven (7) continuous days of coverage per week. Operations heretofore scheduled for seven (7) days per week shall continue to be scheduled as in the past and the normal work week therefor shall not consist of more than five (5) regularly scheduled working days during the period of one (1) calendar week (Sunday through Saturday, both inclusive).

(a) The seven (7) day operations referred to above are: 1) Water Operator; 2) Wastewater Plant Operator; 3) Wastewater Pump Station Operator; 4) Wastewater Plant Maintenance Worker; and 5) City Hall Custodian and Security Person; and 6) Parks Department employees hired, or who bid, into the department after ratification of this agreement.

(b) The City and the Union, upon the request of either party, will meet to discuss the possible implementation of a four (4) day, forty (40) hour schedule in certain divisions or areas. If the parties agree upon such a schedule, the negotiated schedule will be implemented under the terms of the parties' agreement.

Section 2 - Work Week. For the purpose of this Agreement, the week shall begin at midnight Saturday night and the day shall be a calendar day. However, any shift that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the day which the shift ended.

Section 3 - Shifts. For those operations scheduled for day shift operations only, the normal starting hours shall be between 7:00 a.m. and 8:00 a.m. as specified by the department head and shall continue for eight (8) hours of work excluding a one-half (1/2) hour unpaid lunch period at or near the midpoint of the shift.

(a) For those operations scheduled for a two (2) shift operation, the second shift shall start immediately at the conclusion of the first shift and shall continue for eight (8) hours of work excluding a one-half (1/2) hour unpaid lunch period at or near the midpoint of the shift.

(b) For those three (3) shift operations, which must be staffed continually around the clock, the operators who are relieved by an operator from the next succeeding shift shall be on shifts of eight (8) hours duration and will be expected to eat their lunches while attending to their job duties.

(c) Employees assigned to a third shift in operations that do not require being continually staffed shall be scheduled for a normal work day of eight (8) hours excluding a one-half (1/2) hour unpaid lunch period at or near the midpoint of the shift.

(d) The Parks and Recreation Department may employ two (2) bargaining unit members whose regular shifts will include weekend work. If temporary vacancies occur within those positions the weekend schedules shall be offered to current employees in the department by seniority. If there is an insufficient number of capable employees who volunteer to so transfer, then employees with the least seniority in said classifications who have the present ability to perform the necessary work shall be the ones assigned to the vacant position.

Section 4 - Break Periods. Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect

of the job then being performed has been completed. It is also understood and agreed that City vehicles are not to be used for purposes of traveling to or from any location at which to take a break period, except as specifically authorized by an employee's immediate supervisor.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for the unpaid lunch period referred to in Section 3 above.

(b) City vehicles are not to be used for personal matters of any kind.

Section 5 - Overtime Provision. Except in cases of emergency or extreme need, the City will give the employees involved as much notice as possible of available overtime. Overtime shall be worked on a voluntary basis; however, overtime will be required under certain circumstances as provided in subsections (b) and (d) below.

(a) After agreeing to work overtime, or after being required to work overtime as provided in subsection (d) below, an employee who fails to work such overtime hours without permission of the City shall be subject to disciplinary action. The City will first look to replace such employee with any other qualified, non-probationary bargaining unit member, after which the City may look to qualified probationary, then seasonal or other non-bargaining unit employees.

(b) If special training is required by state or federal law and/or when an outside trainer is hired by the City to conduct scheduled training, and it is necessary to have certain off-duty employees attend the training, for those employees the overtime will be mandatory if the City provides five (5) work days notice of the training.

(c) Overtime will be distributed by opportunity based on calling the qualified persons within the classification with the least amount of overtime hours where the work is normally performed. This will be accomplished by the posting and maintaining of a list in each department showing the number of overtime hours worked and the dates on which they were worked for each employee in that department. For the sole purpose of maintaining said list, overtime refused by an employee and overtime an employee fails to work after agreeing or being required to work, shall be considered as time worked. **In cases where documented calls are placed and the employee fails to respond within fifteen (15) minutes, that employee shall be considered as having refused the work. Each employee must provide management a single telephone number that management can call. Management will call that number and leave a message with a return number for any employee not spoken to directly, but then proceed to call the next employee on the list. Even if management has proceeded down the list and the overtime is no longer available, if within fifteen minutes of management's initial call the employee returns that call seeking to accept the overtime, that employee will not be considered as having refused the work. Employees who do not have a telephone, but who the supervisor would otherwise call, will also be considered as having refused the work.**

1. The Supervisor on-call will maintain daily tabulations of overtime, which may be reviewed by a union member upon request.
2. Supervisors on-call will distribute overtime from the updated list in #1 above.
3. The overtime list will be carried by on-call supervisors during their period of stand-by.
4. The overtime list will be posted weekly.
5. In case of dispute, regarding the use of the overtime list, the following methods may be used (but are not limited) to verify overtime calls:
 - Cell Phone records
 - Forepersons call-in reports

(d) Overtime work will be required of some employees when, because of an Act of God or other emergency situations, or to take care of demanding or pressing situations and projects, immediate attention is necessary.

(e) The Union and Management agree to meet quarterly with up to three (3) members from each party to discuss overtime issues. The first two (2) meetings will be held monthly, beginning in November 2001. These quarterly meetings may be waived by mutual agreement of the Union and Management if no overtime issues arise.

(f) **Employees may sign an overtime waiver so as not to be called in for unscheduled overtime. The waiver will be valid for one (1) calendar month and must be filled out and given to management by the 24th of the preceding month. The waiver does not include holidays for which the employee is scheduled to work as part of his or her regular schedule, overtime under Article VIII, Section 5(c), or the employees who are on standby at the time the overtime is needed.**

If overtime is continuous with the regular shift, the non-probationary bargaining unit employees working on-site will be given the first opportunity to work the overtime. If an insufficient number accept the offered overtime and additional help is needed, Article VIII, Section 5(c) will be utilized. If standby employees are utilized as a last resort, they shall receive a guaranteed minimum of two (2) hours pay at the overtime rate. The 2-hour guarantee does not apply if the standby employee volunteers.

In the Water Reclamation Plant of the Public Services Department, if there is a short notice absence management will fill the work through the overtime list. If an employee is not relieved, he/she will be required to remain on the job until the absence can be filled. In this instance overtime will be filled by the work practice currently in place at the Water Reclamation Plant.

Section 6 - Meter Servicers. Two Meter Servicers may be scheduled by the City to work four 10 hour days (between Monday and Friday) for evening meter replacements. Daily overtime for these employees will be paid for hours worked over ten (10) in a day. These shifts will not start after 10:00 a.m.

ARTICLE IX - STANDBY PAY

Section 1 - Purpose. City departments may institute a standby pay program when, in the sole judgment of management, essential operating situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees.

Section 2 - Payment. Payment shall be based upon one (1) hour standby at the employee's straight time hourly rate, for each sixteen (16) hours of standby. Each time an employee is on standby on a contractually observed holiday, or on a Sunday, he/she shall be paid at the rate of two (2) times the employee's straight time hourly rate for each sixteen (16) hours of standby, with the exception of the optional holiday.

The standby pay shall be made a part of the regular weekly check payable the week following the commencement of standby assignments. It is understood and agreed that standby pay will be paid in addition to pay for time actually worked as a result of being called in only for those persons actually assigned to standby and all work performed as a result of a call-in shall be paid at one and one-half (1 ½) an employee's regular rate. Hours worked as a result of being called in from standby shall be included in the equalizing of overtime hours per employee.

The minimum call-in provisions set forth in Article IX, Section 12, shall apply in all situations when an on-call employee is required to report to work.

Section 3 - Pagers. Employees on standby shall be provided with pagers so they can respond in a timely fashion to the service needs of their department. Employees who are called and/or paged shall call back in response to the call/page within fifteen (15) minutes of the call/page. It is understood that employees on standby will remain within the range of the pager or, if temporarily out of range, provide the City with a phone number where they can be reached.

Section 4 - Covered Classifications. For those departments or major divisions where standby coverage is needed, the City shall prepare a list for each department or major division of all non-probationary bargaining unit employees who normally perform the necessary work within those classifications where the standby coverage is needed. The City shall then determine the number of persons needed for each week of standby. The rotation schedule shall be determined by dividing the number of qualified employees by the number of employees needed on standby at any one time (i.e., 20 positions divided by 2 persons each week = 10 week rotation). Non-probationary bargaining unit employees who normally perform the necessary work in the needed classifications shall be placed on the standby list on a rotating basis as follows:

Public Works -
Street Services:

Equipment Operator I, II, III
Mason
Laborer II

Water and Wastewater Services -

Equipment Operator I, II, III

Storm/Sewer Collection Services:

Distribution Servicer I, II
Water Operator I, II, III
Water Operator/Maintainer I, II
Laborer II

Meter Servicer II
Field Maintenance Servicer
Mason
Lead Distribution Servicer
Wastewater Maintenance Repairer
Wastewater Maintenance Mechanic
Wastewater Lead Maintenance Mech.
Vactor Jet Operator
Lead Operator III
Apprentice Dist Servicer
Sewer Surveyor
Lead Maintenance Mechanic

Section 5 - Call-In Procedure. When a specific job classification(s) is needed to perform a task, the appropriate employee(s) on standby will be called. In order to maintain equalization of overtime, any additional people required for a task, on an overtime basis, will come from the appropriate overtime list.

Section 6 – Substitutions.

- (a) **Trading Time.** Employees who desire to trade assigned weeks or days are responsible for notifying management in writing at least 24 hours in advance. Time traded will be considered as time on standby. The employee desiring to trade within the department shall be responsible for doing so from a list provided by the City except in cases of critical illness or death as covered in the current bargaining agreement, in which case the City will secure a replacement. Trading for partial weeks shall only be on the basis of a full day.
- (b) **Giving Away Time.** Employees who desire to give away assigned weeks or days to a qualified co-worker are responsible for notifying management in writing at least 24 hours in advance. Time given away will be considered as time on standby.

An employee who gives away his/her standby will be charged for any hours actually worked by the accepting employee (i.e. when he/she is called-in while on standby). As such, the accepting employee will not be charged for any hours he/she actually works when called-in during the accepted standby period.

In cases of critical illness or death as covered in the current bargaining agreement, the City will secure a replacement.

Standby time cannot be “given away” in less than full day increments.

Section 7 – Emergencies. If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedures. If standby employees are utilized **as a last resort**, they shall receive a guaranteed minimum two (2) hours pay at the overtime rate. **The 2-hour guarantee does not apply if the standby employee volunteers.**

Section 8 – Continuation of Work. If overtime is required to finish a project, the non-probationary bargaining unit employees working on the project will be given the first opportunity to work the overtime. If an insufficient number accept the offered overtime and additional help is needed, regular overtime assignment procedures will be utilized. If standby employees are utilized **as a last resort**, they shall receive a guaranteed minimum two (2) hours pay at the overtime rate. **The 2-hour guarantee does not apply if the standby employee volunteers.**

Section 9 – Employee Responsibility. Failure to answer a page within 15 minutes of being paged shall result in loss of standby pay for that day (1) hour straight time). Repeated failure to respond will be treated in a manner consistent with the City's Progressive Disciplinary Policy depending upon the mitigating circumstances.

(a) Except in the case of an extreme emergency, stand-by employees doing winter maintenance will not be allowed to work more than four (4) hours prior to the start of their regular shift or no more than eight (8) hours after the end of their regular shift and will have a continuous eight (8) hour period off between shifts. "Extreme emergency" shall be defined by the department director or his/her designee.

(b) For employees doing winter maintenance who are not on stand-by, overtime will normally be offered at the end of their regularly scheduled shift. Voluntary overtime that is continuous with the shift shall first be offered to the employee with the lowest number of overtime hours regardless of stand-by status. If an insufficient number of employees elect to work the overtime, employees on stand-by status will be required to work.

Employees who are called-in from standby status and, as a result, work more than sixteen (16) hours in a twenty-four (24) –hour period shall be given the option of reporting for their next regularly scheduled shift, if that shift starts no later than 8:00 a.m. on the following day; or they may elect to remain off duty on excused unpaid time due to job fatigue or they may use earned vacation time.

If the employee elects to work he/she must work a minimum of one-half ($\frac{1}{2}$) of the assigned shift and report to work either at the beginning of the shift or at the lunch break with the option of using earned excused sick time to fill the 4 hours not worked.

ARTICLE X – SAFETY

The employee on standby in Water Distribution and Wastewater Collection shall not work on an after hours call alone. It shall be the responsibility of the on-duty foreman to provide the required backup personnel. The second person on site shall be designated by management and may or may not be a non-bargaining unit employee.

(a) Except in the case of an extreme emergency, employees will not be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period regardless of their stand-by status or their placement on the overtime list.

(b) Employees who are called in **for an extreme emergency**, and, as a result, work more than sixteen (16) hours in a twenty-four (24) –hour period shall be given the option of reporting for their next regularly scheduled shift, if that shift starts no later than 8:00 a.m. on the following day; or they may elect to remain off duty on excused unpaid time due to job fatigue or they may use earned vacation time.

If the employee elects to work **their regular shift after working in excess of sixteen (16) hours due to an extreme emergency** he/she **may** work a **maximum** of one-half (½) of the assigned shift and **may** report to work either at the beginning of the shift or at the lunch break with the option of using earned excused sick time to fill the four (4) hours not worked. **In all cases employees must have a minimum of four (4) continuous hours off within a twenty-four (24) hour period.**

(c) **Employees** on standby in Water Distribution **or** Wastewater Collection shall not work on an after-hours call alone. It shall be the responsibility of the on-duty foreman to provide the required backup personnel. The second person on site shall be designated by management and may or may not be a non-bargaining unit employee.

ARTICLE XI- WAGES

Section 1 – Payroll. The City pays employees by direct deposit to a financial institution of the employee’s choice, but an employee without an account in a financial institution that accepts direct deposits or an employee who does not want to utilize direct deposit will be paid by check. Employees utilizing direct deposit will be required to provide the City with a written authorization specifying the financial institution and account to which their pay is to be deposited. This direct deposit authorization will remain in effect until withdrawn or modified in accordance with the City’s direct deposit enrollment procedures as the same may be changed from time to time. Employees without a direct deposit authorization in effect will be paid by check. Employees are not normally permitted to change the selected method of payment more than one time each calendar year.

Section 2 - Rates. The labor grades, job classifications and the applicable hourly rates of pay therefor are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 3 - New Positions. If, during the life of this Agreement, a new job classification is created, job classifications consolidated, or a substantial and material alteration is effected in an existing job classification, the City shall promptly notify the Union President of the description and rate range it has assigned to the position. If the Union disagrees with the rate range assigned to the job classification, during the first thirty (30) calendar days after the Union has been so notified, the Union shall have the right to initiate negotiations with respect to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent.

Section 4 - Fair Day's Work. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the City.

Section 5 - Shift Differentials. Employees who are scheduled for and work the second (afternoon) shift shall receive a shift differential of thirty cents (\$.30) per hour above their regular hourly rate of pay. Employees who are scheduled for and work the third (night) shift shall receive a shift differential of forty cents (\$.40) per hour above their regular hourly rate of pay.

Section 6 - Overtime Rates. Time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours in any work day. Time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of forty (40) hours in any work week, less any hours for which time and one-half was paid under the above, except for those operations or jobs the City schedules for seven (7) continuous days of coverage per week. In these latter cases, if employees are scheduled for more than five (5) days of work within the period of one (1) calendar week (Sunday through Saturday) such employees will be paid time and one-half for all hours worked in excess of forty (40) in such one (1) week period, less any hours for which time and one-half was paid under the daily overtime provisions set forth above.

(a) For the purpose of determining the point at which time and one-half shall be paid for work performed in excess of forty (40) hours in a work week, any day occurring prior to forty (40) hours in the work week for which the employee received pay (namely, paid vacation, paid holiday or paid sick leave) although unworked shall be counted as time worked to the extent of the number of hours of pay received by the employee for such day.

Section 7 - Insurance Benefits. In the event an enhancement of the provisions of health insurance coverage as provided within this Article is granted to **the non-union employee group** of the City during the life of this Agreement, that enhancement will be granted to this group at the same time.

(a) The City agrees to provide the Community Blue PPO Plan, or an equivalent PPO plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance shall be available to active regular, full time employees and their dependents under age nineteen (19) **the first of the month following ninety (90) days of employment.** If the employee authorizes the payroll deduction for their portion of the premium, beginning with the **first month of the employee's eligibility.** The following table represents highlights of the plan, but details and modifiers of the coverage are in the plan document, which is available from the Human Resources Department.

	In Network	Out of Network
Rx co-pay	\$10/\$15/\$20	25% of the approved amount for the drug minus applicable copay of \$10/\$15/\$20
Office Visit	\$25.00	60% after deductible
Preventive Care	100%	None
Other Coverage* (after deductible)	2009 – 80%/20% 2010 – 80%/20% 2011 – 80%/20%	60%/40%
*Effective Jan. 1 each year		

Deductible	\$100 Single \$200 Family	\$1,000 Single \$2,000 Family
Maximum out of pocket	\$1,000 Single \$2,000 Family	\$3,000 Single \$6,000 Family

(b) Effective **January 1, 2009**, the employees in the bargaining unit who are eligible for health insurance will pay **\$46.00** per month for single coverage, **\$103.00** per month for double coverage, and **\$123.00** per month for family coverage toward the City's cost of such medical insurance for the bargaining unit. Effective **January 1, 2010**, the employees who are eligible will pay **\$50.00** per month for single, **\$113.00** per month for double and **\$135.00** per month for family. Effective **January 1, 2011**, the amount will increase to **\$55.00** per month for single coverage, **\$124.00** per month for double coverage and **\$148.00** per month for family coverage. The amount to be deducted from each paycheck will equal the monthly contribution multiplied by twelve (12) months, divided by fifty-two (52) pay periods. **Effective upon ratification, employees in "8-month positions" will be allowed to continue health insurance coverage during the 4 months off duty. The amount of the monthly contribution will be prorated throughout the year to equal the annual amount paid by employees holding year-round positions.**

(c) For employees who retire between the ages of 57 and 65, with a full retirement benefit then available, the City will partially pay the rate for the employee coverage for the same insurance as active employees from the date of such employee's retirement to the date of the employee's Medicare eligibility. After the retiree's Medicare eligibility, the City will continue such health care coverage as a supplemental plan to Medicare parts A and B. The City will also pay the cost of the Medicare supplement for such employees' spouses, beginning at the spouse's Medicare eligibility for parts A and B. At the time of the retiree's death, the retiree's surviving spouse will have continuing coverage for a period of twelve (12) months. Beyond that time period, the spouse may continue group insurance totally at his or her expense. **Employees hired after January 1, 2009 will not have spouses covered by the City's health insurance plan in retirement.** Persons retiring at 57 years old with 25 years of service will pay the same health care contribution during retirement as the retiree paid during the last month of the retiree's employment. Persons retiring with less than 25 years of service will pay the same increases as active employees to a maximum of 50% above the contribution paid at the time of retirement. In order for these benefits to commence, the affected individual must give timely notice to the City of his/her intent to receive such benefits.

(d) The parties recognize the mutual benefit of continuing review of the cost containment measures regarding health insurance. The City is reviewing such measures, including but not limited to, Preferred Provider Organizations ("PPO's), mandatory second opinions for certain surgical procedures, pre-administration certification, hospital bill audits, coordination of benefits, and home health care. The parties agree to meet and negotiate such cost containment procedures during the life of this Agreement if proposed by the City. The parties agree that bargaining unit members selected by the Union, will be required to participate in Employer-wide Health Care meetings. The City and the Union further agree to meet quarterly to

review the financial reports from the health plan carrier, the status of uncommitted funds, and any general issues, problems and suggestions.

(e) Effective January 1, 2002 the life insurance and AD&D benefit for active employees shall be Thirty Thousand Dollars (\$30,000.00).

(f) The City will pay the entire premium for a dental insurance plan for each employee or employees and their dependents **with an annual maximum of \$1,000 per person. This plan will also include** an orthodontic rider, providing for fifty percent (50%) coverage for children of employees, with the lifetime maximum benefit of One Thousand Dollars (\$1,000.00)

(g) The City will pay the health insurance premium for the retiree and spouse when an employee retires on duty disability on or after October 2, 1989. **Employees hired after January 1, 2009 will not have spouses covered by the City's health insurance plan in retirement.**

(h) An employee who is eligible for City paid health insurance who elects to be covered under a spouse's insurance and cancels his/her coverage under the City's plan, will be paid an annual sum of One thousand, two hundred fifty dollars (\$1,250) payable within thirty (30) days of the employee's election, and annually thereafter. An employee who, having elected to not continue coverage under the City's plan, decides to reinstate such coverage, will be reinstated to such coverage on the first day of the month falling at least thirty (30) days after he/she notifies the Human Resources Department of his/her intent to reinstate, provided there is a qualifying event. The employee being so reinstated must reimburse the City for a pro rata portion of the above annual payment (based on the plan year) within thirty (30) days of reinstatement.

Prescription Drug Rider

The City will provide a mail order prescription drug option for up to a three (3) month supply of "maintenance drugs" for the price of two (2) co-pays. This option is subject to the provisions of the plan document available from the Human Resources Department.

Section 8 - Pension Program. The City agrees, for the life of this Agreement, to maintain its present pension program on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement, except as follows:

(a) Employees' contributions to the pension program shall be three and one quarter percent (3.25%). Effective January 1, 1996, this contribution will be reduced to three percent (3.00%). Effective on the date of the ratification of the 1998-2001 Agreement, the employees' contribution rate shall be two percent (2.0%). Effective October 2, 2006 the employee contribution rate shall be reduced to one percent (1.0%), but if the pension fund level drops below one hundred, twenty percent (120%) the contributions shall revert to two percent (2.0%).

(b) The "multiplier" factor for employees shall be modified 1.9% effective October 2, 2002. Effective October 2, 2006 the "multiplier" factor shall be modified to 2.0%, and effective October 2, 2007 the "multiplier" factor shall be

modified to 2.1%

(c) Employees in this bargaining unit have been qualified for eligibility under Section 414H-2 of the Internal Revenue Code.

(d) Effective October 1, 1990, the eligibility age for retirement with a full monthly benefit available will be reduced to age 60, with twenty (20) years of service to the City.

(e) Effective on the date of the ratification of the 1998-2001 Agreement (October 25, 1999), the vesting period shall be nine (9) years.

(f) Effective October 25, 1999, employees who retire with a full pension shall be provided with a one percent (1%) post-retirement adjustment. Said adjustment will be compounded annually and will be implemented January 1 each year, with the first year being pro-rated. Upon the retiree's attainment of age seventy-five (75), the post-retirement adjustment shall be increased to two percent (2%).

(g) The parties agree to allow a representative of Local 2775, selected by the Union, to attend the monthly Pension Board Meetings without a loss of pay. The Pension Board will notify the representative of all Board meeting dates, times, and places. The representative will also receive all documents distributed to Pension Board members.

Section 9 - Deferred Compensation Program. Effective January 1, 1996, employees will be eligible to participate in a deferred compensation program. Each employee will be required to contribute 0.25% of his or her pay to this program each year. Effective October 2, 2005 the mandatory contribution shall be eliminated. Beyond this required contribution, each employee may contribute the maximum amount allowed by federal law or regulation. Effective October 2, 2002 the City will contribute an amount equal to fifty percent (50%) of the employee's discretionary contribution, up to a maximum City contribution of one and one-half percent (1.5%) of the employee's pay. If the City is required to contribute to the pension plan in the future, the City's maximum contribution to the Deferred Compensation Fund will return to 1.0%.

Section 10 - Rate Changes for Promotions. When, through the bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he/she bid, such employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification for which he/she bid which will result in an increase in pay of not less than ten cents (\$.10) per hour and, thereafter, shall be governed by the pay range increments set forth for such job in Appendix "A" attached hereto.

Section 11 - Moving to a Lesser Paying Job. When, through the bidding procedure or through otherwise exercising seniority, an employee is placed on a job for which the maximum of the rate range is less than his/her then current rate, he/she shall receive the maximum of the rate range of the job into which placed. If the maximum of the rate range is greater than his/her then current rate, he/she will continue to receive his/her then current rate and shall thereafter be governed by the pay range increments set forth for job in Appendix "A" attached hereto.

(a) It is understood and agreed, however, that if an employee is assigned by the City to perform work of a different nature than that which he/she normally performs during the period between November 1 and March 31 due to the required seasonal adjustment of personnel during the winter months, his/her then current rate of pay for the regular classification will not be changed due to such seasonal adjustment during such period.

(b) When circumstances require the use of employees to temporarily operate front end loaders, graders, bulldozers, backhoes on streets, or street sweepers, employees temporarily assigned to operate these pieces of equipment shall receive the Equipment Operator II rate of pay for that period of time they are actually performing such work.

Section 12 - Removal From a Job. When an employee is removed from a job due to the inability to satisfactorily perform the duties thereof, such employee shall receive the rate of pay for the job to which he/she is thereafter assigned on the basis of the pay range step and pay anniversary date applicable in accordance with past practices and thereafter shall be governed by the pay range increments set forth for such job in Appendix "A" attached hereto.

Section 13 - Call-In Pay. An employee who is called in to perform work at a time other than that for which he/she had previously been scheduled shall receive not less than three (3) straight-time hours of pay. The employee shall receive premium pay for the time actually worked but the total pay for such call-in shall not be less than the equivalent of three (3) straight-time hours of pay. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter.

(a) Employees who are called in (not previously scheduled) to perform work for periods of less than three (3) hours prior to the start of their shift and who continue to work into their regular shift shall be permitted to complete such regular shift.

Section 14 - Longevity Pay. Employees who, during the calendar year, complete six (6) years of continuous service with the City and who, as of the day of payment thereof in such year are still employed by the City shall qualify for a lump-sum longevity payment in December of that year which shall be computed on the basis of Thirty Dollars (\$30.00) for each full year of continuous service completed during the calendar year in which payment is made with a maximum annual payment of Seven Hundred Eighty Dollars (\$780.00).

(a) The payment made in December of 1979 shall be without regard to the maximum payment referred to above. Those employees receiving more than Seven Hundred Eighty Dollars (\$780.00) in 1979 shall, in future years, receive a payment limited to the amount paid to them in 1979.

(b) Employees who have qualified for longevity pay shall, upon retirement, receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share will be equal to the fraction of the year during which they were employed prior to retirement.

(c) Payment to the beneficiary of a deceased qualified employee of a pro rata share of his/her longevity pay for the year in which the death occurred shall be made on the same basis as a payment to a retired employee.

Section 15 - Weekend Premium. Effective April 1, 1989, employees performing regularly scheduled weekend work will receive a premium of One Dollar (\$1.00) per hour for all hours worked between 6:00 a.m. on Saturday and 6:00 a.m. on Monday. This premium will be increased to Two Dollars (\$2.00) per hour effective October 1, 1990.

Section 16 - Tool Allowance: The City agrees to pay employees in the Vehicle Mechanic classification a tool reimbursement of Five Hundred Fifty Dollars (\$550.00) per year beginning in the calendar year 2009. Mechanics requesting tool reimbursement must submit paid receipts they have accumulated during the current reimbursement period by November 1 of each year. Appropriate payment will be made on or before November 15, to employees assigned to the classifications as of September 1. In the event an employee is in his/her probationary period as of September 1, the payment will be made upon satisfactory completion of the probationary period. Mechanics submitting receipts totaling less than \$550.00 will be reimbursed only for the value of their receipts and will not receive the remainder. This payment is in lieu of any responsibility of the employer to repair or replace tools broken or worn out during the course of work. This Section is not intended to change the practice of the City to purchase specialty tools, defined as tools not normally used in the course of their work and tools that employees have not previously been responsible to purchase.

ARTICLE XII - HOLIDAYS

Section 1 - Designation. New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day are recognized as legal holidays for which the City will not normally schedule work. Effective January 1, 2005, an employee may elect, to take a floating holiday any day of the calendar year with at least **ten (10)** days minimum advance notice and no more than ninety (90) days notice. Such notice must be in writing and subject to approval of the manager. If any of these holidays occur on a Sunday, the following Monday shall be recognized as the holiday. When any of these holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday. Notwithstanding the above, Water Operators, Wastewater Operators and Wastewater Maintenance personnel who are regularly scheduled for weekend work will celebrate holidays on the actual date of the holiday, regardless of the day of the week on which the actual holiday falls. For any of these holidays which occur on a Monday through Friday, although not worked, qualified employees will receive their regular rate of pay for that day. Employees shall likewise be entitled to the last regularly scheduled work day before Christmas Day or the last regularly scheduled work day before New Year's Day as a paid holiday subject to the following conditions: It is recognized that it will be necessary that bargaining unit employees may be required to be at work on each of such days. Bargaining unit employees shall be required to notify their department heads as to which one (1) of the two (2) days they wish to elect for a holiday on or before December 15 of each year. Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the day of their choice, unless so doing would result in inadequate personnel being present on each of such days. If this should occur, employees with the

most seniority within their respective classifications shall have preference for the day of their choice.

(a) To qualify for holiday pay as specified above, the employee must be a regular, full-time employee and must have worked all of the scheduled hours on the last scheduled work day before and the next scheduled work day following such holiday except in cases where the employee's absence on such day or days is due to: 1) the fact that such day or days occur during his/her regularly scheduled vacation; 2) the fact that his/her absence on such day or days is of a nature which is compensable under this contract; or, 3) the fact that he/she is on an approved short-term personal leave of absence, the duration of which is not more than four (4) working days.

Section 2 - Pay. One (1) day's pay as referred to in Section 1 shall consist of eight (8) hours of pay at the employee's regular straight-time hourly rate. For employees whose regular work day is made up of other than eight (8) hour per day, one (1) day's pay as referred to in Section 1 shall be the same as the number of regularly scheduled hours at the employee's regular straight-time hourly rate.

Section 3 - Pay for Working. Employees shall be paid time and one-half their regular straight-time hourly rate of pay for all work they are actually required to perform on the holidays and floater designated in Section 1 of this Article.

ARTICLE XIII - VACATIONS

Section 1 - Vacation Schedule. Employees who, as of December 31 of any year, have completed one (1) or more months of continuous service with the City since their last hiring date shall receive vacation with pay in accordance with the following:

(a) Employees who, as of said December 31, have completed less than one (1) year of continuous employment shall be entitled, during the next calendar year to receive, pro rata, their applicable portion of vacation and vacation pay calculated on the basis of eighty (80) hours of paid vacation for a full year's service.

(b) Employees who, as of said December 31, have completed one (1) but less than five (5) years of continuous employment since their last hiring date shall be entitled to eighty (80) hours of paid vacation.

(c) Employees who, prior to said December 31, will have completed five (5) but less than eleven (11) years of continuous employment since their last hiring date shall be entitled to one hundred twenty (120) hours of paid vacation. Such vacation may be taken at any approved time during each year in which the employee's fifth (5th) through tenth (10th) annual anniversary date falls, subject to the provisions of Section 5 below.

(d) Employees who, prior to said December 31, will have completed eleven (11) but less than twelve (12) years of continuous employment since their last hiring date shall be entitled to one hundred twenty-eight (128) hours of paid vacation. Such vacation may be taken at any approved time during

the year in which the employee's eleventh (11th) annual anniversary date falls, subject to the provisions of Section 5 below.

(e) Employees who, prior to said December 31, will have completed twelve (12) but less than thirteen (13) years of continuous employment since their last hiring date shall be entitled to one hundred thirty-six (136) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's twelfth (12th) annual anniversary date falls, subject to the provisions of Section 5 below.

(f) Employees who, prior to said December 31, will have completed thirteen (13) but less than fourteen (14) years of continuous employment since their last hiring date shall be entitled to one hundred forty-four (144) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's thirteenth (13th) annual anniversary date falls, subject to the provisions of Section 5 below.

(g) Employees who, prior to said December 31, will have completed fourteen (14) but less than fifteen (15) years of continuous employment since their last hiring date shall be entitled to one hundred fifty-two (152) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's fourteenth (14th) annual anniversary date falls, subject to the provisions of Section 5 below.

(h) Employees who, prior to said December 31, will have completed fifteen (15) but less than sixteen (16) years of continuous employment since their last hiring date shall be entitled to one hundred sixty (160) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's fifteenth (15th) or more anniversary date falls, subject to the provisions of Section 5 below.

(i) Employees who, prior to said December 31, will have completed sixteen (16) but less than seventeen (17) years of continuous employment since their last hiring date shall be entitled to one hundred sixty-eight (168) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's sixteenth (16th) anniversary date falls, subject to the provisions of Section 5 below.

(j) Employees who, prior to said December 31, will have completed seventeen (17) but less than eighteen (18) years of continuous employment since their last hiring date shall be entitled to one hundred seventy-six (176) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's seventeenth (17th) anniversary date falls, subject to the provisions of Section 5 below.

(k) Employees who, prior to said December 31, will have completed eighteen (18) but less than nineteen (19) years of continuous employment since their last hiring date shall be entitled to one hundred eighty-four (184) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's eighteenth (18th) anniversary date falls, subject to the provisions of Section 5 below.

(l) Employees who, prior to said December 31, will have completed

nineteen (19) but less than twenty (20) years of continuous employment since their last hiring date shall be entitled to one hundred ninety-two (192) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's nineteenth (19th) anniversary date falls, subject to the provisions of Section 5 below.

(m) Employees who, prior to said December 31, will have completed twenty (20) or more years of continuous employment since their last hiring date shall be entitled to two hundred (200) hours of paid vacation. Such vacation may be taken at any approved time during the year in which the employee's twentieth (20th) or more anniversary date falls, subject to the provisions of Section 5 below.

Summary of new vacation accruals:

16 years – 168 hours
17 years – 176 hours
18 years – 184 hours
19 years – 192 hours
20+ years – 200 hours

Section 2 - Vacation Pay. A week of vacation pay as provided in Section 1 above shall equal forty (40) hours of pay at the employee's straight time hourly rate as of the time he or she takes vacation; one (1) day of vacation day shall equal eight (8) hours of pay at the employee's straight time hourly rate as of the time he or she takes vacation.

Section 3 - Scheduling. Employees may take their vacation at any time between December 31 in the calendar year in which the vacation has been earned and December 31 of the year following provided they have made arrangements with the City at least **ten (10)** calendar days and not more than ninety (90) calendar days in advance and provided, in the judgment of the City, they can be spared from their work at the time requested. It is understood and agreed that the request for vacation time off shall be in writing and that the employee shall be advised by the City in writing within five (5) **calendar** days after receiving such request as to whether such request has been granted. If, prior to approving a requested vacation period, two or more employees in the same classification with the same crew or work assignment request the same vacation period, the senior employee's request shall be granted. In the event the requested time off is approved in writing, the employee may rely on such approval provided he/she does not, through bidding or bumping, move to another job classification, division or department between the day of such approval and the anticipated start of the vacation time off. In the event the employee so moves, he/she shall be required to file a new request for vacation time off. Vacation paychecks shall be delivered to eligible employees on the last day worked preceding the start of the employee's vacation providing at least one (1) week's advance notice of the desire therefore is given to the City.

(a) The City shall determine the number of employees who can be excused for vacation purposes at any one time.

(b) No vacation time off shall be accumulative from year to year without the written consent of the employee's department head and the Human Resources/Labor Relations Director.

(c) Under unusual or extenuating circumstances, the minimum fifteen (15) days' advance request above referred to may be waived if, in the judgment of the City, the employee can be spared from work for vacation purposes at the desired time.

Section 4 - Vacation Pay Upon Termination. If an employee who is otherwise eligible for vacation with pay quits, is discharged, retires or dies on or after December 31 of any calendar year upon which he/she qualifies for such vacation with pay without having received the same, such employee or beneficiary will receive, along with the final paycheck, the vacation pay for which he/she qualified as of such December 31. Additionally, if an employee quits, is discharged, retires, or dies prior to the December 31 upon which he/she would have qualified for paid vacation time off, he/she or the beneficiary will be entitled to a pro rata share (as of the date of termination or death) of the vacation pay for which he/she would have qualified on such following December 31.

Section 5 - Repayment for Advanced Vacation. If an employee uses vacation time during a calendar year prior to the December 31 upon which it is earned and then quits, is discharged, retires under the pension plan, or dies, that portion of vacation time used but not earned shall be withheld from any money due the employee or his beneficiary from the City including pension refunds.

ARTICLE XIV- SICK LEAVE

Section 1 - Accumulation. Starting with the month in which this Agreement is ratified, regular, full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service. New employees hired after the effective date of this Agreement shall not be eligible for paid sick leave during their first six (6) months of employment. If such employee continues in the employment of the City after completing six (6) months of employment, he/she shall thereupon be credited with six (6) days of paid sick leave credits which may thereafter be used in accordance with the provisions of this Article.

Section 2 - Qualification. In order to qualify for sick leave payments, the employee must report to the department head or immediate supervisor not later than such employee's normal starting time on each day of such absence regardless of duration, unless the circumstances surrounding the absence made such reporting impossible, in which event such reporting must be made as soon thereafter as is possible. The City may make exceptions in specific cases to the requirement of reporting on each day of a continuing absence referred to above. All absences for which sick leave pay is desired, regardless of the length of the duration of such absences, require the submission and approval of a "Report of Absence from Duty" form which shall state the reason for such absence, be signed by the employee involved and approved by the employee's department head before payment is made.

(a) In the event of an absence of more than three (3) consecutive regularly scheduled working days, or if the employee has three (3) or more occasions of sick leave in the preceding six (6) month period not documented by a physician's statement as described below, or if the City has reason to believe an employee is misusing paid sick leave, the "Report of Absence from Duty" form or a physician's statement, must also be signed by the physician who attended the employee unless under subsection (b) such signature is not required. If the "Report of Absence from Duty" form or physician's statement

is required, it must state the cause for such absence, confirm the necessity therefor and, before the employee resumes normal duties, must state that the employee is physically able to return to and perform the job duties. The "Report of Absence from Duty" form or physician's statement will be required for each occasion of absence due to illness for a period of six (6) months following the warning letter issued to employees who have three (3) or more occasions of such leave in the preceding six (6) month period.

(b) The department head may, on a case by case basis, waive the requirements of the physician's signature in subsection (a) above provided he/she or the employee's supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the department head shall sign the "Report of Absence from Duty" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 3 - Eligibility. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-industrially incurred illness or injury, provided such illness or injury was not attributable to causes occurring while doing work for which he/she is paid by someone other than the City.

(b) When an employee's absence from work is necessitated because of an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Disability Compensation Act, he/she shall be entitled to utilize the accumulated unused paid sick leave credits to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily net pay he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what would have been received in daily pay on an eight (8) hour per day basis.

(c) When an employee's absence from work is necessitated because of an injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Disability Compensation Act, the City will make up the difference between the amount of daily benefit to which he/she is entitled under the Act and the amount of daily net pay he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what would have been received in daily pay on eight (8) hour per day basis. Furthermore, the maximum length of time an employee may receive benefits, as provided for in this subsection, shall be limited to twenty-six (26) weeks.

Section 4 - Usage. The usage of sick leave pay under this Article will be deducted to the nearest hour.

Section 5 - Accrued Sick Leave Deduction. One (1) day of paid sick leave for regular, full-time employees shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested, or the number of daily hours for which the employee is regularly scheduled to work. One (1) day of paid sick leave for regular part-time employees shall be equivalent to the number of hours such part-time employee normally works per day at the applicable rate as above specified.

(a) Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 6 - Payment Upon Retirement or Death. If and when an employee quits or is discharged from employment, any unused accumulation of paid sick leave credits shall be canceled. When an employee retires under the City's retirement program or dies while an employee of the City, he/she or the designated beneficiary (whichever is applicable) shall be entitled to be paid one-half (1/2) of the accumulated unused paid sick leave as of the date of retirement or death.

If an employee who has quit, retired or been discharged from employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits from the date of rehiring as set forth in Section 1 of this Article.

ARTICLE XV- SUBCONTRACTING

Section 1 – Subcontracting. The City will not subcontract work normally performed by the bargaining unit employees if it has the available work force, proper equipment, capacity and ability to perform such work and can perform it on as efficient and economical a basis.

If the Union bids on new work the Union will be subject to the same rules and bidding deadlines as all other external bidders.

Section 2 – Notice and Information. The City will notify the Union prior to posting *bids for* the subcontracting of work normally performed by the bargaining unit employees. Copies of the Annual Capital Projects and Purchasing Department bids shall be sent to the Unit Chair (or his/her designee) as soon as they are completed.

Section 3 – Meetings. The parties will meet monthly (meeting to be attended by up to three (3) Union and up to three (3) City Representatives unless the parties mutually agree to a greater number of representatives) to discuss subcontracting issues. The frequency of meetings may be changed by mutual agreement of the parties. The meeting will be attended by people who have knowledge of the particular subcontracting issue who will explore alternative possibilities and allow input as to the organization and execution of work in question; the proper equipment, materials, systems and processes which address current installation and future maintenance issues. Aside from the monthly meetings, if the Union desires to discuss subcontracting pursuant to this Article, the Unit Chair (or his/her designee) will contact the appropriate Unit Manager. When contacted, the Unit Manager will review the City's plans or prospects for issuing a bid. In such meetings the Union shall

be advised of the nature, scope and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work. The Union shall be offered an opportunity to respond to the City's stated reasons.

Section 4 – Emergencies. In emergency situations the City will notify the Unit Chair (or his/her designee), before soliciting bids/quotes. After bids/quotes are received, the City will again notify the Unit Chair (or his/her designee) and, if the Union desires, provide the Unit Chair (or his/her designee) an opportunity to discuss whether the work could be performed as efficiently, timely, and economically by the Union.

Section 5 – Displacements. The City agrees to notify the Unit Chair (or his/her designee) and meet with the Union pursuant to Section 3 above at least sixty (60) calendar days in advance of the effective date of any proposed subcontracting that, if approved, would result in the displacement of any bargaining unit member.

- (a) The City will schedule a meeting with the Unit Chair (or his/her designee) pursuant to Section 3 above prior to awarding bids from any subcontractors. At this meeting the City will provide the Union with all available information relating to the subcontracting under consideration and will offer the Union the opportunity to prove to the City that it has the manpower, proper equipment, capacity and ability to perform the work and that it can be performed on as efficient and economical basis.
- (b) In the event the City decides subcontracting is necessary pursuant to the above criteria, the City will place the displaced employee(s) in jobs that may be available in other operations within the bargaining unit, provided the employee(s) can satisfactorily perform the available work without a break-in or training period. If positions are unavailable, or if the employee(s) would be unable to satisfactorily perform the available work without a break-in or training period, the employee(s) will be accorded their layoff, bumping, and recall rights as set forth in the Agreement's Article VI, Section 5 and 6.

ARTICLE XVI– GENERAL

Section 1 - Rules and Regulations. It is understood and agreed that the City shall have the right to revise and/or initiate its rules and regulations with respect to the conduct of its employees so long as such revisions and/or newly initiated rules are not in conflict with this Agreement. The rules and regulations with respect to the general conduct of the employees are attached to this Agreement as Appendix "B".

Section 2 - Bulletin Boards. The City will provide a bulletin board in each building in which employees covered by this Agreement regularly work upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3- Safety Committee. The City and the Union agree to establish a joint Safety Committee consisting of five (5) employee representatives from the Union (one from the Water Division, one from the WasteWater/Sewer Divisions, one from the Public Works Division, one from Parks and Recreation, and one representing employees of all other departments in which employees covered under this Agreement work) and up to

four (4) City representatives. It shall be the duty of the committee members to: 1) report to and discuss with the City unsafe conditions they may observe or which may be called to their attention; 2) assist in the development and dissemination of safety information to employees; and, 3) advise the City with respect to the adequacy of the safety devices, safety equipment and safety practices within the City's operations.

- (a) The Safety Committee shall have a regular monthly meeting starting one (1) hour prior to the end of the shift on the first Thursday of each month unless there are no matters to be discussed. Should the need arise, special meetings may be called. If the City agrees that there is a need for a special meeting, such shall be held during regular working hours at a mutually agreeable time without loss of pay by the committee members by reason of their attendance. If the City does not agree that there is a need for a special meeting, a meeting shall nonetheless be held immediately following the end of the shift on the first regularly scheduled working day thereafter when at least one (1) Union and one (1) City members can be in attendance.
- (b) It is understood and agreed that it is not the function of the Safety Committee members to file or handle grievances involving safety.
- (c) The Safety Committee shall be a participating part of the "Department of Public Services Enhancement Project."

Section 4 - Supervisors Performing Bargaining Unit Work. So long as an employee is classified as a supervisor by the City he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not available or in case of an emergency. "Other employees are not available" shall be defined to mean that other qualified employees are not available to perform the work without disrupting other necessary work. It is understood that if other employees are available, nothing contained herein shall be construed to prohibit the supervisor from performing such work until such other employee reports to perform such work.

Section 5 - Response Time. When an employee is called in to perform work, he/she will be required to report to work in a timely fashion, so that he/she can timely respond to emergency situations and service needs.

Section 6 - Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7 - Contract Supremacy. It is understood and agreed that this Agreement supersedes any rules, regulations or practices of the City which are contrary to or

inconsistent with the terms and provisions contained herein. However, where not negated or modified by the provisions herein contained, the Personnel Rules, Regulations and Personnel Policies of the City and its departments shall apply.

Section 8 - Addendums to Agreement. Any addendum to this Agreement must be ratified by the Local Executive Board and signed by the four (4) executive officers of the Union.

Section 9 - Successor Clause. To the extent that the law provides, this Agreement shall be binding on the City's successors.

Section 10 - Uniforms. AFSCME Members who are issued uniforms by the City will wear the uniforms while on duty. The City agrees to maintain its current practice with respect to uniforms, which includes pants and shirts to be provided annually. Winter wear (coats and bibs) will be provided at a minimum of every three years. The uniform provider will launder issued pants, shirts, and for all wastewater and sewer collections personal t-shirts, and winter wear. T-shirts will be issued on an as needed basis with a maximum of five per year. Winter wear is to be turned in at the end of the three years if new items are to be issued.

Section 11 - P.E.O.P.L.E. CHECKOFF. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall become effective as of the second day of October, **2008**, and shall remain in full force and effect until 12:01 a.m. on October 2, **2011**, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the _____ day of _____, 2009.

LOCAL NO. 2775, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

CITY OF KALAMAZOO

Michael L. Adams

Kenneth P. Collard
City Manager

Jerry L. Bowman

Jim Cook

Robert Cardiff

Gene Fellings

Steve Helmer

Robert McClenney

Patricia E. Roush

Mark Polega

Ronald E. Scholly

Jerome Post

Henry VanDyken

John Seelman

COUNCIL NO. 25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

Robert Wass

Tom Skrobola

Stacie J. Dineen, Staff Representative

Prepared By:
City of Kalamazoo
Department of Human Resources