

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF FERNDALE, MICHIGAN

AND

LOCAL 1917

JULY 1, 2004 - JUNE 30, 2008

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	AGREEMENT & PREAMBLE	1
I	RECOGNITION	1
II	AGENCY SHOP	1
III	UNION DUES & INITIATION FEES	2
IV	SAVE HARMLESS	2
V	MANAGEMENT RESPONSIBILITY	3
VI	REPRESENTATION	4
VII	GRIEVANCE PROCEDURE	5
VIII	DISCIPLINE & DISCHARGE	8
IX	SENIORITY	10
X	PROMOTIONS	11
XI	LAYOFF/RECALL	12
XII	BARGAINING UNIT WORK	14
XIII	HOURS OF WORK	15
XIV	OVERTIME	15
XV	SICK LEAVE	17
XVI	LEAVES OF ABSENCE	19
XVII	VACATION	22
XVIII	HOLIDAY PAY & PERSONAL BUSINESS DAYS	23
XIX	LONGEVITY	23
XX	HOSPITAL, DENTAL, OPTICAL, & LIFE INSURANCE	24
XXI	MILEAGE	26
XXII	GENERAL PROVISIONS	26
XXIII	SAFETY COMMITTEE	27
XXIV	WAGES AND SALARIES	28
XXV	RETIREMENT	28
XXVI	JOINT RESPONSIBILITIES	29
XXVII	AGREEMENT	30
XXVIII	TERMINATION, RENEWAL AND MODIFICATION	30
	CONTRACT REOPENER	30
	SCHEDULE A	32

LOCAL 1917

Effective July 1, 2004 - Expiring June 30, 2008

AGREEMENT

Between the City of Ferndale and Local 1917, Ferndale City Employees, its successors and/or assigns, now affiliated with Michigan Council #25 and Chartered by the American Federation of State, County and Municipal Employees Union (AFL-CIO).

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and the Employees, which will serve the best interests of the citizens of Ferndale.

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine, if required by the circumstances and individuals involved, and are not intended to be discriminatory.

ARTICLE I - RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of the employees included in the bargaining unit, which consists of the salaried supervisory employees in the Department of Public Works and the Department of Parks, as set forth by classification in Schedule "A" but excluding all other personnel not set forth in Schedule "A".

Section 2. The City recognizes and will not interfere with, restrain, or coerce employees in their right to self-organization, to form, join or assist labor organizations, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining. The Employer will not permit any other group or union to solicit membership or collect dues on the Employer's time.

Section 3. The Employer recognizes the established rights as explained by Act 379 and this Agreement, responsibilities, and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer for making and keeping this Agreement.

ARTICLE II - AGENCY SHOP

Section 1. To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union or pay a monthly service charge for the duration of this Agreement.
- B. Employees covered by this Agreement, as defined in the Article entitled, "Recognition," who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in an amount equal to the regular monthly union dues as a contribution toward the administration of this Agreement.
- C. Employees covered by this Agreement, as defined in the Article entitled, "Recognition," who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days of service, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (B) above.

Section 2. Any employee who fails to comply with the provisions set forth above shall, at the request of the Union to the Employer, be discharged from the service of the Employer ten (10) days after such employee receives notification from the Employer of such employee's violation of this Article.

ARTICLE III - UNION DUES AND INITIATION FEES

- A. **Payment By Check-Off:** Employees who are members of Local 1917 American Federation of State, County and Municipal Employees Union (AFL-CIO), shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form.
- B. **Check-Off Form:** The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so who is covered by this Agreement, the amount specified upon the authorization form. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City with the current authorization form utilized by AFSCME at the time of his membership. This authorization shall be irrevocable during the term of this Agreement. Changes in the regular amount of monthly dues or service bargaining fee may be made no more than once in a twelve (12) month period. Such change shall require signed, written authorization from the President and Secretary/Treasurer of the Union.
- C. Union dues will be deducted by the City the first pay of each month during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the Union Secretary/Treasurer of Local Union 1917.
- D. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

ARTICLE IV - SAVE HARMLESS

In the event that the City discharges or attempts to discharge an employee for failure to comply

with the provisions set forth in Article II, the Union agrees to indemnify and hold the City harmless from any and all damages and judgments which may result from such action while complying with the provisions of this Article. Further, the City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions from wages earned by employees as spelled out in Article III. The Union will protect and save the City harmless from any and all claims, demands or suits by reason of the action taken or not taken by the City for the purpose of complying with the provisions of these articles.

ARTICLE V - MANAGEMENT RESPONSIBILITY

It is not the purpose of this Agreement to infringe upon or impair the normal rights of the City to make and place in effect its decisions concerning municipal operations. The City, on its own and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws in the Constitution of the State of Michigan and the United States, and the Charter of the City of Ferndale, except that which has been specifically abridged, delegated, granted or modified by this Agreement; and further, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment that are not specifically enumerated in this Agreement, including, by way of illustration and not by way of limitation, the following rights:

1. All matters involving public policy.
2. To determine the number, location, and types of facilities and installations.
3. To direct the work force.
4. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used.
5. To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
6. To construct new facilities, or to improve existing facilities.
7. To determine the size of the work force.
8. To carry out cost and general improvement programs; provided however, that an application or enforcement of said matter shall be subject to the grievance procedure.
9. To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competence of employees to perform available work as provided for in this Agreement.
10. To discipline for cause and to maintain discipline and efficiency of employees.
11. To suspend or discharge for just cause.
12. To determine the amount of overtime to be worked, as provided for in this Agreement.
13. To establish a general policy for training programs, to improve employee performance and increase employee proficiency. Provided, however, that where training programs are considered, special conferences will be scheduled prior to the implementation of such programs for the purposes of Union input.
14. To determine the amount of supervision necessary on all jobs, assignments and operations.
15. To establish and administer policies with respect to probationary periods, as provided for in

this Agreement.

ARTICLE VI – REPRESENTATION

Section 1. Negotiating Committee

- A. The employees shall be represented by a negotiating committee of three (3) members, one of whom shall be the Chairperson, plus an alternate, who shall be elected in any manner determined by the Employees. Compensation for this committee shall be as defined in Section 5 of this Article.
- B. Notification to City of Union Officers - Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and the capacity in which they will function in regard to the grievance procedure, negotiations, or other labor relations function, and will, from time to time, provide prompt notice of any changes.

Section 2. No Discrimination

- A. There shall be no discrimination against any employee because of membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.
- B. The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, handicapped condition or marital status as provided by State and Federal laws as amended, except where based on a bona fide occupational qualification.

Section 3. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, District County Representatives or International Representative shall have full and free access to the premises of the Employer at any time during working hours provided it does not interfere with the work process, to conduct union business pertinent to the facility upon notifying the City's designated representative.

Section 4. Special Conferences

- A. Special Conferences for important matters will be arranged between the Local Union Committee and the City or its designated representative, upon mutual agreement of the parties. Such meeting shall be between representative(s) of the City and the Committee of the Union. The Union committee shall be comprised of the Local President and no more than two (2) other representatives including a Council #25 representative, if necessary. Provided, however, that such limitation for the Union Committee shall not apply to the number of witnesses that may be necessary to bring facts or information to the attention of the City at such special conferences or grievance meetings. The City shall be informed of any proposed witnesses intended to be brought to such meetings, together with a general summary of what information to which they will be testifying.
- B. Arrangements for special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting and the names of those individuals who will be present at such meetings shall be presented at the time the conference is requested. Matters taken up

in special conferences shall be confined to those items set forth in the agenda.

- C. Union members shall not lose time or pay for time spent in such special conferences if held during their scheduled working hours and provided such members have notified their immediate supervisors in advance of their attendance at such meetings. This meeting may be attended by a representative of the Council or a representative of the International Union.
- D. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended in an emergency if mutually agreed to by both parties in writing.

Section 5. Request for Time Off for Grievance Committee

Authorized committee persons as defined in Section 4(A) shall be paid for time lost during working hours in attending grievance meetings with city representatives. A member of the committee will be permitted to leave his job, upon request, and after receiving approval of his supervisor, for the purpose of investigating a grievance in his assigned area. Such committee person shall report to his supervisor upon completion of his investigation and if he goes into another department he must first notify such supervisor of his presence. The right to receive pay for time lost shall not be abused. The City will furnish cards for the maintenance of records of the time spent hereunder.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Purpose - The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. The Employer shall consider promptly all grievances presented to them and take such timely action as is required.

Section 2. Definition and Procedure - The term "grievance" shall mean any dispute between the City and the Union or between the City and any employee or employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract and/or departmental rules and regulations. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of the documents which is being violated, as defined in this Article.

Step 1.

An employee who has a grievance shall discuss his complaint with his immediate supervisor, with or without the presence of the steward. All economic grievances shall be moved to **Step 3** and submitted to the City Manager's office for resolution. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The employee shall have the right to discuss the complaint with his union steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for a reasonable period in order to discuss the complaint with the union steward. Any grievance not submitted within five (5) days (excluding Saturdays, Sundays and holidays) of the time that the employee knew, or should have known of its occurrence shall be considered automatically closed. If not settled, it shall be discussed with the grievance committee and shall be reduced to writing and signed by the grievant. Upon receiving the signed grievance from the employee, the

supervisor shall, within three (3) working days (excluding Saturdays, Sundays and holidays), prepare a written response to the grievance to be signed by the supervisor and provide the employee with a copy of said response. If not settled, the grievance shall be processed to Step 2 of this grievance procedure within three (3) working days following the response from the supervisor.

Step 2.

- A) The written grievance shall be discussed between the grievance committee and the appropriate department head. The grievance shall be prepared in detail and shall contain the following information:
 - a. Name or names of employees involved in the grievance.
 - b. The nature of the grievance complaint.
 - c. Specification of contract article violated.
 - d. Date of grievance.
 - e. Relief being sought by the Union.
 - f. Any pertinent facts which will facilitate the investigation of the grievance.
- B) The department head shall have three (3) working days to investigate and an additional three (3) days for the preparation of his written decision.

Step 3.

- A) Within five (5) days of the date of the decision rendered in Step 2, in the event the grievance is not settled, it may be appealed to the City Manager. The City Manager, or his designee, shall investigate the grievance, which may include the holding of a meeting or hearing, within ten (10) working days of receipt of said grievance and issue his answer to said grievance within fifteen (15) days from the date of the hearing.
- B) Should there be no meeting or hearing, the City Manager, or his designee, will issue his answer to said grievance within fifteen (15) working days of his receipt of the grievance.

Step 4. Arbitration

Any unresolved grievance, as defined in Section 2, and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

- A) Arbitration shall be invoked by the filing party serving notice of intent to arbitrate within fifteen (15) working days of the City Manager's response on Step 3. Following the written notice of the intent to arbitrate, a representative of the City and an arbitration representative of A.F.S.C.M.E. Council 25 shall attempt to select an arbitrator within forty-five (45) days of the notice of intent to arbitrate. If mutual agreement on the selection of an arbitrator cannot be reached within forty-five (45) days, thereafter the party seeking arbitration shall file a request for arbitration with the Federal Mediation & Conciliation Service within forty-five (45) days of the service of the intent to arbitrate. The parties shall be covered by the rules of the Federal Mediation and Conciliation Service.
- B) The arbitrator shall limit his decision strictly to the interpretation, application and enforcement of this Agreement and he shall be without power and authority to make any decision:
 - 1. Contrary to, or inconsistent with, or modifying, varying, adding to or subtracting

- from in any way the terms of this Agreement.
2. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises their rights under Section 6 of Act 336, as amended by Act 379 of the Public Acts of 1965. Provided, however, that nothing herein shall limit an arbitrator from hearing a grievance concerning such matters but that such a determination as to whether the employee is engaging in a strike, slowdown or work stoppage shall be binding on all parties.
 3. Granting any wage increase or decrease as negotiated between the parties in this collective bargaining agreement or unless this provision is otherwise modified by law.
 4. Establishing, deleting or altering job descriptions and position classifications.
 5. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- C) There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union. The arbitrator shall submit his decision in writing within thirty (30) days after conclusion of the hearings.
- D) The expense of the arbitrator(s) shall be shared equally by the parties. The aggrieved party and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- E) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
- F) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment, or unemployment benefits during the period in question. This provision shall also apply to settlements between the parties hereto prior to arbitration.

Section 3. Grievance Settlement

No grievance settlement at any stage of the procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding, unless mutually agreed by the parties.

Section 4. Time limit

- A. Any grievance not appealed within time limits from a decision in one of the steps of the above procedure to the next step by the Union, as prescribed, shall be considered dropped.
- B. Any grievance not answered timely by the City, as prescribed, shall be moved to the next step of the grievance process.
- C. Should either the Union or the City experience difficulty in complying with the time limits as prescribed in this Article, for good cause shown, a reasonable extension of time may be requested by the party requiring such additional time. The granting of such request shall not be unreasonably withheld by the other party.

Section 5. Grievance Meetings

In the event that there are grievances, a meeting between the committee and management shall

be held for the purpose of discussing and possibly disposing of such grievances at each step of the procedure. At the conference between the grievance committee and the City, it is agreed that all relevant information concerning the grievance, including the names of any witnesses who have personal knowledge of the subject matter of the grievance, and also the names of any persons who are alleged to have violated the Agreement will be disclosed. It is agreed that any material intentionally withheld at this conference may not be used in any subsequent stage of the grievance procedure. Copies of all grievance answers shall be furnished to the grievant and the grievance committee.

Section 6. Agreement Binding

Any ratified agreement reached between management and the committee is binding on all workers affected and cannot be changed by any individual.

Section 7. Time Off For Grievance Committee

- A. The grievance committee shall be composed of the president and not more than two (2) other designated representatives of the bargaining unit, including a representative from Council 25.
- B. It is further agreed and understood that with the exception of collective bargaining negotiations, any conferences or special conferences, including the grievance representative, makeup of such union committee shall be limited to the president and two (2) representatives of the Union including a representative of Council 25.
- C. Provided, however, that such limitations shall not apply to the number of witnesses that may be necessary to bring facts or information to the attention of management at such special conferences. The City shall be informed of any proposed witnesses intended to be brought to such meeting, together with a general summary of information to which they will be testifying.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1. Definition and Types of Discipline

- A. Disciplinary action shall be defined as any action taken by the City against an employee for just cause, including, but not limited to, alleged violation of departmental rules and regulations.
- B. Disciplinary action may consist of the following:
 - a. Oral reprimand.
 - b. Written reprimand.
 - c. Suspension without pay.
 - d. More severe discipline which may mean discharge.
- C. The term, "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, lowering in rank or change in classification.

Section 2. Reports

The City may conduct investigations of alleged incidents whereby an employee is charged and require such employee to submit written statements when ordered to do so by the department head in the presence of the Union president or his designee. If any statement shows or tends to show that the employee submitting the report has committed a crime, the use of such report shall not be used at any stage in the criminal proceedings against the employee. Failure of an employee to submit a statement when requested may result in disciplinary action.

Section 3. Corrective Counseling

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to their performance may be interviewed by management and given corrective counseling. Corrective counseling, even where noted, shall not be considered as disciplinary action.

Section 4. Disciplinary Action

Disciplinary action shall be in written form stating the alleged violation against an employee. Whenever disciplinary action is taken against an employee which may result in suspension, reduction or dismissal, he shall be given a copy of written and signed charges stating the charges and specifications and advising him of his rights to be represented by a union official at any conference, interview or hearing.

Section 5. Disciplinary Procedures

- A. The City retains the right to discipline and/or discharge employees for just cause only. The City agrees to notify the chairman of the grievance committee in writing, as soon as it exercises its right.
- B. The employee shall have the right to have a union representative appear with him at every stage of the disciplinary process.
- C. Before any disciplinary action is taken against an employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to his supervisor who is rendering such discipline.
- D. The written charges and specifications underlying the discipline or discharge shall cite the specific sections of rules and regulations, departmental orders, appropriate law or ordinance, or provision of this Agreement which the employee is alleged to have violated and a copy will be given to the employee, and the Union.
- E. If an employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- F. An employee, upon receipt of a written reprimand, is required to acknowledge notice of said reprimand by his initials and date. The initials of an employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence.
- G. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the applicable arbitration provision.
- H. Disciplinary action shall be deemed to be corrective in nature and the principles of "progressive" discipline shall be employed by the City in all infractions. Disciplinary action shall be initiated only on a uniform and impartial basis and shall be consistent with the facts and circumstances surrounding the infraction. Nothing in this section is to be construed to prevent or prohibit the City from either immediately terminating an employee if just cause to do so exists or from imposing whatever lesser form of discipline the City deems is appropriate under the circumstances.
- I. Following any disciplinary suspension, the affected employees shall be reinstated at the same or similar job or assignment held by him prior to such suspension, unless a change of assignment was included as part of the disciplinary action. Should a discharged employee be reinstated, he shall be assigned to the same or similar job or assignment held by him prior to

such discharge, if available. If such position is not available, the affected employee may "bump" into any position being held by a lesser seniority employee, or, in the alternative, the matter may be resolved by an agreement between the parties as to the placement of the returned employee.

Section 6. Discharge of Probationary (New) Employees

- A. It is understood and agreed that no provision of this Agreement shall infringe upon, or affect in any way, the rights of the City to terminate the employment of any probationary employee for any cause deemed sufficient by the City. In the event of discharge, the City will give due consideration to any representation advanced by the probationary employee in any step of the grievance procedure. However, the City's decision after such consideration shall be final.
- B. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and if found to be below the standards satisfactory to the City, the probationary employee may be discharged at any time during the probationary period.

ARTICLE IX - SENIORITY

Section 1. Definition and Scope

- A. Seniority is length of service, giving preference and priority to employees who have completed their probationary period for employment when work is available. The purpose of seniority credit is to provide security based on length of service. Seniority shall be on a City-wide basis within the bargaining unit, provided an employee has the qualifications and ability needed to perform the job for which he claims seniority. Any difference of opinion between a Department Head and the Union President as to the ability of an employee to perform the job shall become a matter for negotiation.
- B. Seniority shall accrue to permanent, full-time employees and shall be based upon total continuous service with the City in bargaining unit positions as stipulated in Schedules "A" of this Agreement.
- C. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority. Provided, however, such laid-off employees or employees on leave without pay, excepting those employees on leave for medical and educational reasons, shall not accrue seniority during the actual period of layoff or leave, except as provided in Article XVI, Section 1.

Section 2. Seniority Lists

A current seniority list will be maintained by the employer. A copy of the seniority list will be furnished to the local union committee on a semi-annual basis.

Section 3. Probation

- A. Each employee shall serve a one (1) year probationary period. Upon successful completion of probation, employees will be credited with full seniority from their date of hire into a bargaining unit position, as well as all benefits, excluding vacation and sick leave, which are covered in Articles XV and XVII.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay and hours of employment.

Section 4. Loss of Seniority

Seniority shall terminate if an employee:

1. Quits or retires. Provided, however, that with respect to an employee who quits, this provision shall not apply to whatever rights such employee has heretofore enjoyed in connection with the Pension Plan upon re-employment.
2. Is discharged for just cause.
3. Is absent for three (3) consecutive work days without notifying the City.
4. Is absent for three (3) consecutive work days without justifiable reason as determined by the City.
5. Gives a false reason to obtain a leave or if he fails to immediately return to work upon termination of any leave of absence.
6. Is laid off for a period equal to his seniority at the time of layoff, or three (3) years, whichever is the lesser.
7. Separates with a settlement that provides total disability.

ARTICLE X – PROMOTIONS

Section 1. Definition

A promotion shall be defined as an upward change in a position in the bargaining unit that results in additional compensation for additional duties or responsibilities performed during the regular work day.

Section 2. Filling Vacancies/Trial Period

- A. The City shall fill promotional vacancies and new positions from the ranks of employees, except where the employees' skills do not meet the job requirements, and as set forth in Section 3 of this Article.
- B. A promotional vacancy or position within the bargaining unit that becomes open will be posted by Management. Any employee interested in taking an examination for the job will submit a written notice to the Employer within the time specified in the notice, provided the employee will have at least five (5) days notice of examination. The posting notice shall state the desirable qualifications for the position and any other more desirable qualifications which will be considered by the City in awarding the position.
- C. Trial Period - A trial period of up to forty-five (45) working days shall be granted to a promoted employee in order for the City to determine his ability to perform the duties and functions of the position. During the trial period the employee will have the option of returning to his previous position.
- D. A promotion will be awarded to one (1) of three (3) employees receiving the three highest promotional examination grades, provided they each have achieved a minimum passing grade. The City will submit written notice to the employee and the Union why the employee who passed the promotional examination was not awarded the position.

Section 3. Examination Procedure

- A. In the promotion examination for city employees, excluding police and fire, a figure of forty percent (40%) shall be allowed for the written examination, forty percent (40%) for oral (or skill, aptitude or performance) examination, and twenty percent (20%) for experience and training (Seniority). The above standards and percentages shall be applied irrespective of whether or not the examination is promotional, open competitive or by public advertisement.

- B. In the event that only a written examination is required, the weight shall be eighty percent (80%) for the written portion and twenty percent (20%) for experience and training. In awarding the points for seniority, credit shall be fixed at one-half (1/2) point per year commencing in the third year of continuous service. For the next ten (10) years of continuous service, one (1) point shall be credited per year up to and including twenty-six (26) years of continuous service, with a maximum of twenty (20) points for seniority credited. No additional points will be granted beyond twenty-six (26) years of continuous service.
- C. Applicants shall pass the written and oral (or skill or aptitude performance) examinations with a total average of seventy percent (70%) before being credited with points for experience and training (seniority). An eligibility list shall be established from the results of such testing, outlined in this section, and remaining employees qualifying for the position yet not awarded the vacancy shall be placed by their rank on this list. The eligibility list shall remain in effect for a period of six (6) months from the date of the City's notice to employees of test results. Provided, however, that if at any time the eligibility list shall contain less than two (2) names, then a new promotional exam shall be conducted immediately to establish a new list.

Section 4. Promotion Out of Bargaining Unit

Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City shall retain his seniority for a period equal to his seniority at the time of the promotion or transfer or three (3) years, whichever is the less, in the event he is returned by the City to the bargaining unit. This shall apply to future promotions or transfers.

ARTICLE XI - LAYOFF/RECALL

Section 1. Layoff

- A. When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs: (NOTE: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules to curtail layoffs).
 - 1. Probationary (new) employees shall be laid off first.
 - 2. If additional layoffs are necessary, seniority employees shall be laid off in the order of their seniority, low seniority employees first, provided those who desire to exercise their seniority are able to bump to a position of equal or lower rate of pay, and providing they are able to perform all of the work of the classification and position.
 - 3. In the event the employee has seniority to continue working but cannot perform the job of the next-lower seniority employee, the City shall re-assign him if there is a job he can perform held by a lower seniority employee.
- B. In the event of a permanent reduction of the level of employment for any reason, employees who lack seniority or qualifications to continue working will be given consideration for other available city jobs they are capable of performing.

Section 2. Recall

- A. Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.
 - 1. Employees on the seniority list when recalled to work shall be given five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the committee.

2. Failure of an employee to report back to work within five (5) working days of the date of receipt of the recall notice will be considered a voluntarily quit on the part of the employee unless the employee requests an extension of the recall period. All requests for an extension of the recall period must be received by the Ferndale Personnel office no later than the 5th working day after the employee is notified of the recall. The City will respond to the request for an extension of the recall period within three (3) working days of its receipt. If an extension is granted, the employee must report to work on the date indicated on the City's response to the employee's request for an extension. If the request for an extension is denied, the employee must report to work within five (5) days of the date the employee receives the City's response to the employee's request for an extension or the employee will be considered as having voluntarily quit.
3. The following will be sent to a recalled employee by registered or certified mail along with his/her recall notice:

Pursuant to your Collective Bargaining Agreement with Ferndale (Article XI, Section 2.A.) you are expected to return to work within five (5) working days of the date this notice is delivered to you. If you do not return to work by then, you will be considered as having voluntarily quit, unless you fill out and return the enclosed "Letter Requesting Extension of the Recall Period." This request for extension must be received by the Ferndale Personnel Office no later than the 5th working day after this recall notice is delivered to you.

The City will then mail back to you their response to your request within three (3) working days of the date they receive your request for an extension. If you are granted an extension, you must report to work on the date indicated on the City's response to your request for an extension. If you are not granted an extension, then you must report to work within five (5) working to you or you will be considered as having voluntarily quit.

4. In instances in which employees cannot return to work within the required time limit, the next employee in point of service may be called and may be permitted to work until the senior employee returns.
- B. When employees are called to work or laid off, the committee shall be given the names and order of calling or laying off.
- C. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its records for all purposes.

<u>LETTER REQUESTING EXTENSION OF THE RECALL PERIOD</u>
Please consider extending my recall period beyond five (5) working days from the date I was recalled to work.
NAME: _____
JOB TITLE: _____
IMMEDIATE SUPERVISOR: _____
DEPARTMENT HEAD: _____
DATE OF RECALL NOTICE: _____

DATE YOU WILL REPORT BACK TO WORK: _____

REASON FOR REQUESTING EXTENSION: (Fully explain, in detail, the reason you are requesting the extension. If you need additional space to fully explain your reason for requesting the extension, attach additional sheets to this request.)

This request for an extension must be received by the City Personnel Office (by drop-off, mail, or fax at: 248-546-2369) within five (5) working days of the date your recall notice is delivered to you.

Signature of employee

ARTICLE XII - BARGAINING UNIT WORK

Section I. Bargaining Unit Work

- A. The Employer agrees that the bargaining unit work is designated through the classifications outlined under the wage schedule and will make every reasonable effort to refrain from displacing or augmenting employees in the bargaining unit by utilizing non-bargaining unit employees, except as hereinafter provided.
- B. Supervisors shall not perform duties done by subordinates except in cases of emergency, or as established by past practice.
- C. Supervisory personnel shall not spend a majority of their time engaged in work activities consistently and routinely performed by their subordinates.
- D. The City will not use supervisors to replace bargaining unit employees to avoid extended periods of overtime.

Section 2. Subcontracting

- A. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion, and also recognize that in appropriate cases outside contractors may be employed to perform such services.
- B. However, it shall be the policy of the City that outside contractors not be utilized except for the purposes of economy, efficiency or for technological advancement.
- C. In cases where the City deems it necessary to subcontract work out, before letting the contract, the Union will have advance notice and a full discussion prior to letting such a contract.
- D. In no event shall any seniority employee be laid off as a direct result of subcontracting until the stipulation in Paragraph "B" above has been exhausted.

ARTICLE XIII - HOURS OF WORK

Section 1. Work Day

The standard work day will be no more than eight (8) hours. The work day will start at 7:30 a.m. and end at 4:00 p.m., Monday through Friday.

Section 2. Work Week

The standard work week will be no more than five (5) days beginning on Monday and ending on Friday.

Section 3. Work Schedules

- A. The City reserves the right to establish daily work schedules for employees different from the normal starting and quitting time enumerated in Section 1 above, and to assign employees thereto. It is intended that such work schedules shall be of eight (8) hours in length, including thirty (30) minutes for a meal.
- B. Further, the City shall notify the employees affected by a change in work schedules, as well as the Union, at least one week prior to such change. The City also agrees that such change, if placed into effect, will be maintained for a minimum period of thirty (30) days.

Section 4. Break in Hours

- A. The lunch period each work day shall be at least one-half (1/2) hour.
- B. All employees will receive a fifteen (15) minute break during the morning and afternoon hours.
- C. There will be two (2) ten (10) minute wash-up periods allowed the DPW employees, one at lunch and one at quitting time.

ARTICLE XIV – OVERTIME

Section 1. Definition and Pay

- A. Employees will be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours in one day.
- B. Employees will be paid at the rate of double (2) times the hourly rate for all hours worked on Sunday.
- C. Only time actually worked will be considered "time worked" for the calculation of overtime.

Section 2. Call-in Overtime

- A. Overtime work shall be voluntary on the part of the employee. The Employer will not discriminate against any employee who declines to work overtime.
- B. All employees called for overtime work shall receive a minimum of two (2) hours of overtime at the appropriate overtime rate. All employees called between 12 Midnight and 5 a.m. for overtime work shall receive a minimum of three (3) hours overtime at the appropriate rate.
- C. The Union agrees to work with Management toward the accomplishment of a common objective; the elimination of, wherever possible, non-emergency overtime. "Non-emergency overtime" is defined, by example, as overtime incurred as the result of a holiday falling during the work week. In these cases, again where possible, Management will institute routing procedures and/or work assignment procedures that will accomplish the same objectives in four (4) or three (3) working days that would otherwise take five (5) working days to accomplish.

Section 3. Casual (Unscheduled) Overtime

- A. Casual overtime is defined as unscheduled overtime which continues the employee's work

hours for not more than one (1) hour beyond the regular quitting time. Exception may be made to the above in cases where extended hours are for reasons beyond the control of the employees and/or employer.

B. Employees will be paid the applicable overtime rate for all such time worked.

Section 4. Meal Allowance

A. In the event an employee works unscheduled overtime beyond his regular shift in excess of three (3) hours, s/he will be paid a five dollar (\$5.00) meal allowance and allowed a paid meal period.

B. Payment of the meal allowance shall be paid from petty cash, upon the employee's request and sign-off of receipt.

Section 5. Meal Allowance Guidelines

It is hereby agreed and understood between the parties that, Local 1917 members who work unscheduled overtime past their normal quitting time will be eligible for a meal allowance, according to the following guidelines:

1. Monday through Friday. An employee who works three (3) or more hours (unscheduled overtime) past the normal quitting time would be eligible for a meal allowance.

2. Saturdays, Sundays and Holidays. An employee who works six (6) or more continuous hours (unscheduled overtime) would be eligible for a meal allowance.

a. Scheduled Overtime - Scheduled overtime shall mean any overtime worked where the employee has been informed of the overtime during the work shift, as defined in the current labor agreement, prior to the day of the assignment. The employee shall be given a specific time to report, and be advised that he will be working before or after his normal work shift.

EXCEPTION: Should an employee be informed at some time during a regular shift that he will be asked to return to work later that evening, it will be termed scheduled overtime. However, should that employee have ended his regular shift and again is requested to report later that evening, without prior knowledge before the end of his regular shift, it shall be termed unscheduled overtime.

b. Unscheduled Overtime - Unscheduled overtime shall mean any overtime worked before or after the normal work day which the employee was not advised of during the work shift prior to the day of the assignment, subject to the exception above.

3. Employees shall indicate on their time card each time that they are entitled to receive a meal allowance.

4. The employee's supervisor shall certify that the employee is entitled to receive the meal allowance requested by the employee. Such certification shall be made by the supervisor's initials appearing on the time card next to the meal allowance indication.

ARTICLE XV - SICK LEAVE

Section I. These provisions apply to employees hired before July 1, 1974.

A. Accumulation and Use - Each employee shall be credited with twelve (12) eight (8) hour paid sick leave days on July 1 of each year, available for use by the employee between July 1 and

June 30 of the following year, allowing a maximum sick bank accumulation of sixty (60) days.

B. Accumulated Days Prior to January 1, 1980

1. Employees hired on or before July 1, 1974, shall have their sick leave bank "frozen" as of January 1, 1980 and shall be entitled to receive payment of fifty percent (50%) of said frozen time upon retirement, death or resignation with proper notice. Provided, however, if any "frozen" time is used subsequent to January 1, 1980, such time shall be permanently deducted from the sick leave bank.
2. In the event that any employee should die being entitled to a payment of the "frozen" bank, such benefit shall be paid to such deceased's beneficiary as designated by the employee or the estate of said such deceased employee.
3. Employees hired after July 1, 1974 shall not be entitled to any payment of their sick leave bank upon their retirement, death or resignation.

C. Control Program - A sick leave control program shall be continued whereby all full-time and permanent employees shall be entitled to receive a proportionate amount of unused sick time accrual, subject to the following provisions:

1. Employees entitled to this benefit shall be required to have a sick leave bank amounting to sixty (60) days or four hundred eighty (480) hours on June 30 of each contract year.
2. Employees qualifying under the preceding section shall be paid 100% of unused sick leave in excess of two (2) days earned during the preceding calendar year. Said payment shall be made in November of each calendar year.
3. Employees not having a sixty (60) day bank accumulation on June 30 of any contract year shall not be entitled to receive any benefits for that year.
4. The proportionate payment shall be computed by deducting any sick leave usage from the maximum ten (10) days benefit on an hour for hour basis. Payment shall be made on the basis of 100% of the unused sick leave as computed pursuant to this section.
5. In the event that any of the employees should die and shall be entitled to receive a portion of sick leave control payment and/or a payment of the "frozen" bank, such benefits(s) shall be paid as designated in Section 1, Paragraph B.2. herein.

Section 2. These provisions apply to employees hired after July 1, 1974.

A. Accumulation and Use - Each employee shall be credited with nine (9) eight (8) hour paid sick leave days on July 1 of each year, available for use by the employee between July 1 and June 30 of the following year, allowing a maximum sick bank accumulation of sixty (60) days.

B. Control Program - A sick leave control program shall be continued whereby all full-time and permanent employees except those identified in Exhibit 1 shall be entitled to receive a proportionate amount of unused sick time accrued, subject to the following provisions:

1. Employees will not be entitled to payment under this program unless they have a minimum of thirty (30) days or two hundred and forty (240) hours in their sick leave bank on June 30 of each fiscal year for which payment under this program is made.
2. Employees will be permitted to accumulate up to a maximum of sixty (60) days or four hundred and eighty (480) hours in their sick leave bank.
3. Employees will be paid for a maximum of seven (7) unused sick days per year at the negotiated rate of one hundred ninety-two dollars (\$192) per day or a maximum of thirteen hundred forty-four dollars (\$1,344) per year. Employees can choose to add any or all of the seven days to their bank instead of being paid.
4. The City will reduce the amount paid to an employee for unused sick days under this

program by one full day (\$192) for each full day or fraction of a sick day the employee takes off in excess of sixteen (16) hours of sick time in the preceding fiscal year.

5. Payments made under this control program will be made in November of each year.

Section 3. The provisions contained within Section 3 apply to all employees.

- A. Credit for sick days will be pro-rated proportionally to months actually worked compared to a 12-month fiscal year in the first and last year of employment.
- B. Employees will be allowed to use sick leave in increments of one (1) hour.
- C. Employees reporting illness must advise their supervisor at least fifteen (15) minutes prior to the starting time of their service day.
- D. The employee's department head may require a confirming letter from an attending physician in compliance with FMLA.
- E. Payment for annual sick time, or frozen sick time, if applicable, shall be pro-rated in the case of an employee's separation from work due to retirement, lay-off, or death in service.

Section 4. Duty Disability - The provisions of the Workers' Compensation Act of the State of Michigan shall apply in all accidents and injuries to employees in their line of duty.

A. **Initial Step: Responsibility of Employee**

- 1. All injuries, no matter how slight, must be reported the day the injury occurs, either to the Employer, immediate supervisor, or department head.
- 2. In case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carriers.

B. **Compensation for Injured Employee** - The City will compensate the difference to the employee between the Workers' Compensation payment and the Employee's full pay for one-hundred twenty (120) day period.

- 1. During the time an employee is off on Workers' Compensation he will be eligible for full benefits including monthly sick leave credit and holiday pay.
- 2. Any employee receiving an injury on the job, requiring him to go home, will receive pay for a full day's work at the regular rate, and if he is required to report back on a working day to the authorized city doctor, he will be paid time lost.

C. **Paychecks/Deductions** - The employee will, during this time, be issued two (2) separate paychecks:

- 1. Workers' Compensation check.
- 2. Regular paycheck making up difference between Workers' Compensation payment and full pay.
 - a) Workers' Compensation monies received are NOT listed as income whenever City figures Federal income and State income taxes.
 - b) Workers' Compensation monies are also NOT figured as part of the pension.
 - c) No deduction of any kind can be taken out of Workers' Compensation checks.

ARTICLE XVI - LEAVES OF ABSENCE

Section I. Leaves of Absence - Without Pay

A. Full-time, permanent members of the bargaining unit having been in the employ of the City for one (1) year or longer, may apply, in writing, for a leave of absence without pay for a period

not to exceed ninety (90) days. Such written application shall state the reason for requesting such leave and the date that such employee shall return to duty, if leave is granted.

- B. Management shall review each written request for leave and such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. No leave will be granted for the purpose of permitting employment with another employer or to be self-employed, except as provided in Section 3 of this Article.
- C. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Failure of an employee to immediately report back to work at the expiration of any leave of absence shall constitute automatic termination of employment, unless the employee receives from Management written approval for an extension of the leave of absence, but in no event shall any leave of absence extend longer than one (1) year.
- D. Seniority, pay and fringe benefits shall be suspended during any leave of absence without pay in excess of thirty (30) days. It shall be the employee's responsibility to make arrangements for the continuation of hospitalization, dental, optical and life insurances. Under no circumstances will the City advance or pay for any insurance premiums during an unpaid leave of absence.
- E. During any approved leave of absence without pay, the City may employ temporary employees to fill the employee's position resulting from employee's leave of absence after regular bargaining unit personnel have been offered the work. The temporary employee shall not work beyond the time that the bargaining unit members shall return from such unpaid leave of absence.

REQUEST FOR UNPAID LEAVE OF ABSENCE

I am hereby requesting an unpaid leave of absence from my job.

NAME: _____

JOB TITLE: _____

IMMEDIATE SUPERVISOR: _____

DEPARTMENT HEAD: _____

DATE YOU WILL RETURN TO WORK IF LEAVE IS GRANTED: _____

REASON FOR REQUESTED LEAVE: _____

This request must be submitted to your Department Head.

Signature of Employee: _____

REQUEST FOR EXTENSION OF UNPAID LEAVE OF ABSENCE

I request an extension of the unpaid leave of absence granted to me which expires on:

NAME: _____

JOB TITLE: _____

IMMEDIATE SUPERVISOR: _____

DEPARTMENT HEAD: _____

DATE YOU WILL RETURN TO WORK IF LEAVE IS GRANTED: _____

REASON FOR REQUESTING EXTENSION OF LEAVE OF ABSENCE: _____

This request must be submitted to your Department Head.

Signature of Employee: _____

Section 2. Paid Leaves of Absence

- A. **Jury Duty** - Employees called for jury duty will receive the difference between the jury pay and their regular wages during the time that they are serving on the jury.
- B. **Funeral Leave** - In case of death in the immediate family of a full-time permanent employee, funeral leave with pay may be granted for a reasonable period under the circumstance. For the purpose of this Agreement, a "reasonable period" shall be defined as three (3) working days, provided that if the funeral is to be out of state or a distance of 200 miles, a maximum of five (5) working days may be granted. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, spouse's grandparents, or other relative living in the same household.

Section 3. Unpaid Leaves

- A. **Union Leave** - Any employee elected or appointed as a union officer, or as a delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay for as long as the employee holds union office or is involved in such labor activity. Seniority, pay and fringe benefits shall be suspended during the time that such employee is on an unpaid leave of absence. The City may fill the position of the union officer on such unpaid leave of absence with a temporary employee during the time of such absence under the provisions of Section 1 above and provided, however, that such temporary employee shall not work beyond the date that such union officer returns to his regular employment from such unpaid leave of absence.

B. **Military Leaves** - Leaves of absence without pay shall be granted to any full-time, regular employee who is inducted into or volunteers for the armed forces of the United States for training or service. Military leaves will be administered as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), or other relevant legislation.

C. **Maternity Leaves**

1. Maternity leaves without pay shall be allowed to regular, full-time employees with one (1) year or more of continuous service. Maternity leaves will be administered as required under the Family and Medical Leave Act (FMLA), or other relevant legislation.
2. Employees who become pregnant must notify the department head of their condition as soon as medical confirmation is received, and in no case later than the beginning of the fourth month of pregnancy.
3. Starting with the beginning of the fourth month, the employee must supply her department head with a statement from her physician stating that her physician knows the nature of her duties with the City and allows her to continue carrying out these duties with the City. Should there be concern for the health of the employee, the City may request, periodically, updated statements from the employee's physician.

D. **Family and Medical Leave Act**

1. Effective August 5, 1993, an employee with one year seniority and who has worked at least 1250 hours during the past year may be granted an unpaid leave of up to twelve (12) weeks for one of the following:
 - a. Birth of a child.
 - b. Placement of child for adoption or foster care.
 - c. Caring for a spouse, child or parent with serious health condition.
 - d. Serious health condition of the employee.
2. Employees taking a family and/or medical leave under the Act will be required to give Management thirty (30) days notice when possible and will be required to use up all paid vacation, personal days and/or sick leave, if appropriate, before using the unpaid leave.

Section 4. Absence Without Leave

Any absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action. In the absence of such disciplinary action, any employee who is absent for three (3) consecutive working days without leave shall be deemed to have resigned. Such absence may be covered by a subsequent grant of leave, if approved by Management.

ARTICLE XVII – VACATION

Section I.

A. All permanent employees hired before January 6, 1980 who have been continuously employed for a period of one (1) or more years prior to such vacation period will be entitled to vacation with pay according to the following schedule:

<u>Service Years</u>	<u>Vacation Days</u>	<u>Service Years</u>	<u>Vacation Days</u>	<u>Service Years</u>	<u>Vacation Days</u>
1	10	12	22	16	26
5	15	13	23	17	27

10	20	14	24	18+	28
11	21	15	25		

- B. All permanent full-time employees hired after January 6, 1980 and before January 6, 1995 who have been continuously employed for a period of one (1) full year or more prior to such vacation period will be entitled to a maximum of 25 vacation days per year following the schedule identified above.
- C. All permanent full-time employees hired after January 6, 1995 who have been continuously employed for a period of one (1) full year or more prior to such vacation period will be entitled to vacation with pay according to the following schedule:

<u>Service Years</u>	<u>Vacation Days</u>
1	10
5	15
10+	20

Section 2.

- A. Employees will make every effort to sign up for vacations from January 1st to May 15 of each year. Employees not submitting their vacation requests by that deadline shall not be eligible to select a vacation period until all other employees within the department have had their vacation requests approved.
- B. For all employees eligible for three (3) weeks vacation, it is required that a minimum of five (5) days be taken in one block of vacation time. A maximum of ten (10) days may be kept available for use on an eight (8) hour basis, provided that in each instance a minimum of twenty-four (24) hours notice be given to the supervisor, except in cases of emergency, and provided that the requested leave has been approved by the department head. Under no circumstances will vacation periods consisting of less than four (4) hours be approved.
- C. Employees being eligible for four (4) weeks of vacation are required to schedule a minimum of ten (10) days in one vacation block. The remaining days may be used in eight (8) hour and no less than four (4) hour increments, provided that a minimum of twenty-four (24) hours notice be provided to the supervisor, except in cases of emergency, and provided such leave is approved by the department head.
- D. For the purposes of vacation selection, departmental seniority shall be used to determine the order of selection of vacation by employees.

Section 3. Deduction of Vacation in the Case of Hospitalization

- A. An employee that is hospitalized for an illness or an accident occurring during the time of a regularly scheduled annual vacation shall not have the time deducted from annual vacation leave for the hours that normally would have been spent in pursuing the job. The time will be deducted, however, from the person's accumulated sick leave bank and the vacation re-scheduled.
- B. An employee may elect, and so notify the City's management of his desire to have his annual vacation deducted as sick leave if the need to do so should arise.

ARTICLE XVIII - HOLIDAY PAY AND PERSONAL BUSINESS DAYS

Section I. Holidays

- A. The Employer agrees to pay permanent employees for the following holidays not worked:

- | | |
|---------------------|---------------------------------|
| 1. New Year's Day | 7. Memorial Day |
| 2. Labor Day | 8. Christmas Eve |
| 3. Thanksgiving Day | 9. New Year's Eve |
| 4. Independence Day | 10. Day after Thanksgiving |
| 5. Christmas Day | 11. Geo. Washington's Birthday |
| 6. Good Friday | 12. Martin Luther King, Jr. Day |

- B. For these full days, employees will be paid eight (8) hours pay at their regular hourly rate. If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday; if on Sunday, the following Monday will be celebrated as the holiday, and the employees will be paid for such day(s).
- C. If employees are required to work on any of the above holidays, they will be paid two (2) times their regular rate, plus holiday pay. If required to work on a Sunday, they will be paid two (2) times their regular rate.

Section 2. Personal Days

- A. Personal days shall be prorated on a 12 month period for new hires after the probationary period of 90 days. Permanent employees shall be entitled to twenty-four (24) hours of personal business time per year. Said hours are not cumulative and must be taken in the year they are granted or they will be forfeited.
- B. Employees taking personal business days must notify their supervisor at least 24 hours in advance except in cases of emergency. If employees fail to provide 24-hour notification, the supervisor may or may not approve the taking of the personal business day.
- C. Permanent, full-time employees may utilize a personal business day in conjunction with a paid holiday or vacation day, subject to the provisions of Paragraph "A" above.
- D. Personal days may also be used in increments of one (1) hour, after having obtained the permission of the supervisor. Otherwise, personal leave time may not be taken off in blocks less than four (4) hours.

ARTICLE XIX – LONGEVITY

Section 1. Eligibility

- A. Employees hired before July 1, 1984 shall receive \$2,400 longevity per year.
- B. Employees hired after July 1, 1984 who have completed five (5) or more years of continuous, full-time service shall be eligible to receive longevity pay under the following schedule:

Completion of five (5) years service	\$ 750
Completion of ten (10) years service	\$1,000
Completion of fifteen (15) years service	\$1,250
Completion of twenty (20) years service	\$1,500

Section 2. All Employees Eligible for Longevity Pay

- A. Employees attaining the required level of service years during the fiscal year shall be paid the above amount of longevity in June each year.
- B. Longevity payments shall be subject to deductions for taxes and retirement.
- C. During the contract year in which an employee retires, the employee shall receive a pro-rated portion of Longevity payment, based upon the months employed at the time of retirement or

resignation.

ARTICLE XX - HOSPITALIZATION, DENTAL, OPTICAL & LIFE INSURANCE

Section 1. Hospitalization, Dental, and Optical Coverage

- A. Each full-time employee hired before January 6, 1995 will be provided with Family coverage, including the Young Adult rider, paid by the City under the Blue Cross Blue Shield of Michigan (BCBSM) Community Blue (CB) 2 program (90/10), BCBSM CB3 Dental coverage, BCBSM VSP optical, and a \$10/\$40 drug card (generic/brand).
- B. Each full-time employee hired after January 6, 1995, but before January 1, 2006, will be provided with Family coverage, including the Young Adult rider, paid by the City under the BCBSM CB 3 program (80/20), BCBSM CB3 Dental coverage, BCBSM VSP optical, and a \$10/\$40 drug card (generic/brand).
- C. Each full-time employee hired after January 1, 2006 will be provided with Family coverage, including children up to age 19, paid by the City under the BCBSM CB 3 program (80/20), BCBSM CB3 Dental coverage, BCBSM VSP optical, and a \$10/\$40 drug card (generic/brand).
- D. In the event of a change in insurance carrier, the benefit level for employees will remain equal or better than the benefit coverage with the current carrier.
 - 1. The Union shall be notified of any such intended change and the Employer will meet with the Union to discuss plan equivalence.
 - 2. Should the Union object to the change, the matter shall be processed directly to the Arbitration step of the grievance procedure; the case to be heard by an Arbitrator knowledgeable with insurance coverage.
- E. **Waiver of Hospitalization Coverage**
 - 1. Effective July 1, 1994, for any employee who signs an Affidavit indicating that s/he is covered by alternative coverage and transfers medical coverage to the medical insurance provided by his or her spouse, the City will pay a \$2,400 per year incentive to eligible employee who elect to decline the City's insurance plans during the entire year. For individuals who elect this option effective July 1, 2000, they shall be paid the sum of two hundred dollars (\$200) per month, payable quarterly, for each full month they do not have coverage. Said payments shall not be considered part of FAC.
 - 2. Employees will be eligible to decline coverage consistent with the criteria established by the City and Blue Cross Blue Shield of Michigan.
 - 3. Employees will be eligible to re-enroll in the City's plan, as soon as they are allowed under the applicable Blue Cross Blue Shield of Michigan policy, when they are covered under health insurance from another source and lose that coverage.
 - 4. When an employee makes a decision to re-enroll into the City's medical plan which is not caused by a loss of health insurance from another source, that employee cannot re-enroll until the next annual enrollment.
- F. The parties agree that the City will not pay any medical or hospitalization insurance for employees of the bargaining unit who are either terminated for just cause after they have vested, or who voluntarily quit after they have vested, unless said employee is immediately eligible to begin receiving pension benefits.

Section 2. Dental Coverage, Defined

- A. The four benefit classes defined under BCBSM are: Class I – Preventative, Class II – Restorative, Class III – Prosthodontic, and Class IV – Orthodontic, to age 19.
- B. Benefit levels are 100/75/50/50 (% of costs), subject to an annual maximum of \$1000/year for Classes I, II, and III; and a \$1000 lifetime maximum for Class IV.

Section 3. Retiree Health Coverage

- A. Employees hired before 1/1/06:
 - 1. Retiree Health Coverage will be provided at age 55 with a minimum of 30 years of service or at age 60 with a minimum of 25 years of service for the retiree and spouse. Coverage will continue for the spouse of a deceased retiree, if the spouse was eligible for coverage at the time of retirement.
 - 2. Health coverage provided to retirees will be the same as health coverage provided to current employees, including co-pays and drug coverage. "Same health coverage" refers to the level of benefits and will not include the sharing of premium costs if negotiated in the future.
 - 3. Employees retiring on a duty or non-duty disability will be provided health coverage until they are Medicare-eligible.
- B. Employees Hired after 1/1/06:
 - 1. Employees will not be provided retiree health care.
 - 2. Employees retiring on a duty disability will be provided health coverage until they are Medicare-eligible.

Section 4. Life Insurance

- A. Each permanent, full-time employee will be provided with a Group Life Insurance policy having a face value of twenty-five thousand dollars (\$25,000) which shall be reduced to five thousand dollars (\$5,000) upon retirement. The City shall pay the employees' share of the premiums.
- B. The employees may, if they so desire, sign an authorization card and buy at their own expense additional insurance in increments of ten thousand dollars (\$10,000) up to a total value of ninety-five thousand dollars (\$95,000) in life insurance value to be paid by the employee by payroll deduction.

Section 5. Change in Dependent Notification

The employee is responsible for notifying the Personnel department of any change in his dependents- within thirty (30) days from the date of occurrence. If the employee does not notify Personnel within the time limits, a) he will be responsible for paying for the dependent's coverage at COBRA rates, in the case of a dependent who should have been dropped; or b) he will not be able to add the dependent until open enrollment, in the case of a dependent who should have been added.

NOTIFICATION AND MEMBERSHIP AND RECORD CHANGE FORM

Please be advised that I, _____, am a member of AFSCME Local 1917 and declare that the following persons are entitled to medical insurance coverage under the terms of the Local 1917 Collective Bargaining Agreement with the City of Ferndale:

Name	Date of Birth	Relationship
Name	Date of Birth	Relationship
Please be advised that the City is hereby advised that the following person(s) should be added/dropped (strike one) from the insurance coverage provided to me under the Local 3120 Collective Bargaining Agreement with the City of Ferndale:		
Name	Date of Birth	Relationship
as of Date		
Reason		

Section 6. Tuition Reimbursement

The City will reimburse an employee for college tuition costs for courses pre-approved by the employee’s department head. The reimbursement will be limited to \$1,000 per fiscal year for tuition and required text books. The employee may apply for reimbursement by submitting a paid receipt and a copy of the grade report indicating an achieved grade of “C” or better.

ARTICLE XXI - MILEAGE

Section I.

Employees using their personal vehicles occasionally for City business shall be paid at the standard IRS rate (\$0.32 in 2000) per mile.

ARTICLE XXII - GENERAL PROVISIONS

Section I. Work Rules

Before the Employer puts new rules into effect, they will be discussed with local Union Officers. It is understood, however, that if said new rules are in conflict with the terms of this Agreement, nothing in this section is to prevent the Union from resorting to the grievance procedure as set forth in this Agreement.

Section 2. Union Bulletin Board

There will be a bulletin board placed in a conspicuous place for the use of the Union.

Section 3. Employee Driver Eligibility

Any employee who either does, or may, as a part of his employment, operate a city-owned motor vehicle, must provide proof of a valid Michigan Operator's license to his supervisor. Any change in such status must be reported immediately to the supervisor. Failure to report a status change may result in discipline.

ARTICLE XXIII - SAFETY COMMITTEE

Section 1.

- A. The City shall make reasonable provisions for the safety and health of all employees during hours of employment. The Union and the City agree and will cooperate in encouraging the employees to observe safety and health regulations and to work in a safe manner at all times.
- B. The City and the Union hereby mutually agree to form a safety committee which shall be composed of the following membership:
 - 1. One member from the Union,
 - 2. One member designated by the City Administration,
 - 3. One member selected by the above two representatives.
- C. The safety committee shall review all employee accidents and accident reports involving motor vehicles or other equipment. In such reviews, the committee shall make determinations in accordance with Paragraph (G). The committee shall further make recommendations as to how such accidents may be prevented in the future.
- D. The safety committee shall also hear all complaints relating to safety conditions. All such complaints should first be discussed with Management as to an immediate solution to the problem. The safety committee may, in the course of its review of safety or accident matters, discuss the facts thereto with the affected employee or other witnesses.
- E. The safety committee shall meet no less than once per month but may meet more often when deemed necessary by the committee. The rules and procedures of the committee shall be determined by the committee themselves.
- F. Any dispute between the Union and the City, relative to safety, not settled at these meetings, may be submitted at Step 3 of the grievance procedure.
- G. The City and the Union hereby agree that the safety committee is empowered to formulate policies concerning matters of safety within the bargaining unit and to make recommendations to the City, including but not limited to, the following:
 - 1. Determine items of clothing, footwear or headgear, necessary for employees engaged in certain types of work.
 - 2. Determine unsafe work practices being followed by members of the bargaining unit or the City.
 - 3. Determine unsafe equipment and/or tools being assigned to members of the bargaining unit.
 - 4. Determine when educational and training programs shall be instituted concerning safety practices of the bargaining unit employees.
- H. The City and the Union further understand that all recommendations involving the expenditure of funds are subject to the approval of the City Manager prior to their implementation.
- I. The City and the Union further agree that a safety policy will be developed by the safety committee and will be distributed to all Union employees prior to implementation.

ARTICLE XXIV - WAGES AND SALARIES

The wage and salary schedule in Schedule "A" attached and made a part of this Agreement is to be in effect beginning July 1, 2004, and shall remain in effect until June 30, 2008.

ARTICLE XXV – RETIREMENT

Section 1. Defined Contribution Plan

- A. The defined contribution (DC) pension plan is set forth in detail in the Resolution adopted by Council on June 24, 1996. All employees are covered under the DC plan.
- B. Contribution Rates - The City will contribute 5% of pension gross to the employee's defined contribution account for employees hired after July 1, 1996. The City will contribute 6% of pension gross to the employee's defined contribution account for employees hired before July 1, 1996. The City will contribute 9% of pension gross to the employee's defined contribution account for employees hired before July 1, 1996 making a mandatory 3% contribution.
- C. Vesting Schedule - Employees hired after July 1, 1996 shall be 50% vested at three years, 75% vested at four years, and 100% at five years. Employees hired before July 1, 1996 electing to convert to the DC shall be immediately vested.
- D. Disability Pension
 - 1. General
 - a. Duty or Non-duty disability pensions are granted upon application of a member, or the department head, provided that, after a medical examination of the member made by or under the direction of the medical director, the medical director certifies to the City Manager (a) that the member is mentally or physically totally disabled for duty in the employ of the City, (b) that such disability will probably be permanent, and (c) that the member should be retired.
 - b. Hospitalization Coverage will be continued for an employee while on Duty or Non-Duty Disability.
 - 2. Duty Disability - When, as a result of a service-connected permanent disability, an employee is precluded from performing as an active member of the City's work force, such employee will be paid an annual disability benefit equal to fifty percent (50%) of the final average compensation earned as of the effective date of the employee's disability. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service.
 - 3. Non-Duty Disability
 - a. Upon the application of a member, or the department head, a member who (a) has ten or more years of credited service, and (b) becomes totally and permanently disabled for duty in the employ of the City, may be retired by the City Manager. The employee shall be paid a benefit equal to two percent (2%) of the final average compensation for each year of service up to a maximum of fifty percent (50%).
 - b. The City's liability for the disability benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service.
 - 4. Ongoing Evaluations - Routine evaluations of the employee's disability may be made, at the expense of the City, no sooner than every three (3) years, until the employee attains normal retirement age, to determine the disabled employee's fitness for return to duty.
- F. Retirement Hospitalization - Hospitalization will be provided in retirement to employees hired prior to January 1, 2006, who have met the age and service requirements as noted in Article XX, Section 3.

Section 2. ICMA-RC 457 Plan

Employees may elect to participate in the ICMA-RC's deferred compensation program through the City, commonly referred to as the 457 plan.

Section 3. VantageCare Retirement Health Savings Plan

Employees may elect to participate in the ICMA-RC's VantageCare Retirement Health Savings program through the City, commonly referred to as the RHS plan.

ARTICLE XXVI - JOINT RESPONSIBILITIES

Section 1. No Strike - No Lockout

- A. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in or slowdown, on any property of the City or any curtailment of work or restriction of production or interference with the operations of the City. In the event of a work stoppage, or other curtailment of production, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- B. In the event of a work stoppage, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Agreement, that they shall be disciplined up to and including discharge and shall instruct all such persons to immediately cease the offending conduct.
- C. The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- D. The City will not lock out any employees during the term of this Agreement.

Section 2. No Coercion

Neither the City nor the Union shall interfere with, restrain, or coerce employees either to join or refrain from joining the Union.

Section 3.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and offer proposals on subjects for collective bargaining, which they did, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both parties, for the duration of this Agreement, specifically waive the right to negotiate or be required to negotiate, any proposals, questions introduced, debated and settled prior to execution of this Agreement, or any other subject for collective bargaining. Any agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVII – AGREEMENT

Section 1 - Agreement

This Agreement shall supersede all prior Agreements, and incorporate all provisions negotiated and agreed upon.

Section 2 - Supplemental Agreements

If, by mutual agreement, the City and the Union negotiate and agree upon supplemental items, any such supplemental agreements shall be attached to and made a part of this Agreement.

Section 3 - Printing of Agreement

The cost of the printing and distribution of this Agreement shall be paid by the City.

Section 4 - Savings Clause

Any specified benefits now being received by the employees shall not be jeopardized by the signing of the Agreement.

ARTICLE XXVIII - TERMINATION, RENEWAL AND MODIFICATION

Section 1

This Agreement shall become effective as of the date of execution and will remain in full force and effect until June 30, 2008. Not more than ninety (90) days, nor less than sixty (60) days prior to the termination thereof, as herein provided, either party may, by written notice to the other party, request negotiations for renewal and modification, or a new Agreement. Failure to submit such timely notice shall mean that this Agreement shall continue in full force and effect on an annual basis unless and until timely notice is submitted.

Section 2

Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement of all issues by the expiration date. In the event the parties have been negotiating in good faith, but no agreement is reached by July 1, 2008, this Agreement shall continue in full force and effect on a day-to-day basis, subject to a ten (10) day written notice by either party to terminate this Agreement. Notice must be by registered or certified mail, with return receipt requested.

CONTRACT REOPENER

It is further agreed and understood that this Agreement may be reopened as to wages at any time should the City elect to implement the contracting of any bargaining unit work.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representative, signed and sealed this Agreement on the 23rd day of August, 2007.

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION, LOCAL 1917 (AFL-CIO):

FOR THE CITY OF FERNDAL:

Jack W. Crowley *8/23/07*

Robert G. Porter

8/24/07

Date

Mayor

Date

LOCAL 1917 - CONTRACT 2004 - 2008

<i>Jerald E. Allen</i>	<i>8/23/07</i>	<i>J. Cherilynn Tallman</i>	<i>8/23/07</i>
	Date	Clerk	Date
<hr/> <i>Michael S. Slocum</i>	<i>8/23/07</i>	<i>J.C. Hubanks</i>	<i>8/23/07</i>
	Date		Date

FYE - June 30, 2005	ANNUAL					HOURLY				
<i>Hired before 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	44,803	47,043	49,395	51,865	54,458	21.540	22.617	23.748	24.935	26.182
Public Works Supervisor	44,803	47,043	49,395	51,865	54,458	21.540	22.617	23.748	24.935	26.182
Parks/Blvd. Supervisor	44,803	47,043	49,395	51,865	54,458	21.540	22.617	23.748	24.935	26.182
DPS Superintendent	48,245	50,657	53,190	55,849	58,642	23.195	24.354	25.572	26.851	28.193
<i>Hired after 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	40,730	42,766	44,904	47,150	49,507	19.582	20.561	21.589	22.668	23.802
Public Works Supervisor	40,730	42,766	44,904	47,150	49,507	19.582	20.561	21.589	22.668	23.802
Parks/Blvd. Supervisor	40,730	42,766	44,904	47,150	49,507	19.582	20.561	21.589	22.668	23.802
DPS Superintendent	43,858	46,051	48,354	50,771	53,310	21.086	22.140	23.247	24.409	25.630

FYE - June 30, 2006	ANNUAL					HOURLY				
<i>Hired before 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	45,475	47,749	50,136	52,643	55,275	21.863	22.956	24.104	25.309	26.575

LOCAL 1917 - CONTRACT 2004 - 2008

Public Works Supervisor	45,475	47,749	50,136	52,643	55,275	21.863	22.956	24.104	25.309	26.575
Parks/Blvd.Supervisor	45,475	47,749	50,136	52,643	55,275	21.863	22.956	24.104	25.309	26.575
DPS Superintendent	48,968	51,417	53,988	56,687	59,521	23.542	24.720	25.956	27.253	28.616
<i>Hired after 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	41,341	43,408	45,578	47,857	50,250	19.875	20.869	21.913	23.008	24.159
Public Works Supervisor	41,341	43,408	45,578	47,857	50,250	19.875	20.869	21.913	23.008	24.159
Parks/Blvd.Supervisor	41,341	43,408	45,578	47,857	50,250	19.875	20.869	21.913	23.008	24.159
DPS Superintendent	44,516	46,742	49,079	51,533	54,109	21.402	22.472	23.596	24.775	26.014

FYE - June 30, 2007	ANNUAL					HOURLY				
<i>Hired before 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	46,384	48,704	51,139	53,696	56,381	22.300	23.415	24.586	25.815	27.106
Public Works Supervisor	46,384	48,704	51,139	53,696	56,381	22.300	23.415	24.586	25.815	27.106
Parks/Blvd.Supervisor	46,384	48,704	51,139	53,696	56,381	22.300	23.415	24.586	25.815	27.106
DPS Superintendent	49,948	52,445	55,067	57,821	60,712	24.013	25.214	26.475	27.798	29.188
<i>Hired after 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	42,167	44,276	46,490	48,814	51,255	20.273	21.286	22.351	23.468	24.642
Public Works Supervisor	42,167	44,276	46,490	48,814	51,255	20.273	21.286	22.351	23.468	24.642
Parks/Blvd.Supervisor	42,167	44,276	46,490	48,814	51,255	20.273	21.286	22.351	23.468	24.642
DPS Superintendent	45,406	47,677	50,060	52,563	55,192	21.830	22.921	24.068	25.271	26.534

FYE - June 30, 2008	ANNUAL					HOURLY				
<i>Hired before 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	47,312	49,678	52,162	54,770	57,508	22.746	23.884	25.078	26.332	27.648
Public Works Supervisor	47,312	49,678	52,162	54,770	57,508	22.746	23.884	25.078	26.332	27.648
Parks/Blvd.Supervisor	47,312	49,678	52,162	54,770	57,508	22.746	23.884	25.078	26.332	27.648
DPS Superintendent	50,947	53,494	56,169	58,977	61,926	24.494	25.718	27.004	28.354	29.772
<i>Hired after 7/1/84</i>	start	1 year	2 yrs.	3 yrs.	4 yrs.	start	1 year	2 yrs.	3 yrs.	4 yrs.
Water System Supervisor	43,011	45,161	47,419	49,790	52,280	20.678	21.712	22.798	23.938	25.135
Public Works Supervisor	43,011	45,161	47,419	49,790	52,280	20.678	21.712	22.798	23.938	25.135
Parks/Blvd.Supervisor	43,011	45,161	47,419	49,790	52,280	20.678	21.712	22.798	23.938	25.135
DPS Superintendent	46,314	48,630	51,062	53,615	56,295	22.267	23.380	24.549	25.776	27.065

SCHEDULE "A"