

AGREEMENT

between

CITY OF VASSAR

287 E. Huron Avenue
Vassar, MI 48768

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive
Bloomfield Township, MI 48302

DPW/WWTP
BARGAINING UNIT

JANUARY 1, 2015 – DECEMBER 31, 2018

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PREAMBLE

THIS AGREEMENT, entered into on this 1st day of January 1, 2015, between the City of Vassar, party of the first part, hereinafter referred to as the "City", and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, party of the second part, hereinafter referred to as the "Union".

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public, and

WHEREAS, the City, the City Manager, and the administrative staff, and the employees can best attain their common objective, and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with Michigan Public Act 379, MPA of 1965 as amended, and

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship, and that the City has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

RECOGNITION

Section 1.1

The City of Vassar hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all regular employees in the Department of Public Works and the Waste Water Treatment Plant, but excluding all seasonal or temporary employees, all confidential employees, all supervisors and all other City employees.

Section 1.2

Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.1.

Section 1.3

The City agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1.1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

Section 1.4

Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the City.

Section 1.5

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the Council or in the City Manager when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE 2

MANAGEMENT RIGHTS CLAUSE

The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves onto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council, including, but without limiting the generality of the foregoing, the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- (b) To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

- (c) To subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number, location, and type of facilities and installations;
- (e) To determine the size of the work force and increase or decrease its size;
- (f) To hire new employees, to assign and lay-off employees, to change the length of time (including the reduction) of any workweek or workday;
- (g) To permit municipal employees not included in the bargaining unit to perform bargaining unit work;
- (h) To direct the work force, to assign the type and location of work assignments, and determine the number of employees assigned to operations;
- (i) To establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications;
- (j) To determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked;
- (k) To establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- (l) To discipline, suspend, and discharge employees for cause;
- (m) To adopt, revise, and enforce reasonable City and departmental rules and regulations (including rules and regulations as to the appearance of employees when on duty) and to carry out cost and general improvement programs;
- (n) To transfer, promote and demote employees from one classification or shift to another;
- (o) To select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform the available work;
- (p) To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement;

(q) To direct the work force and assign work, establish, change, combine or discontinue departments, transfer operations from one department to another, and to determine the composition of the work force in any department. The City reserves the foregoing rights, except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

ARTICLE 3

REPRESENTATION

Section 3.1

The City recognizes the right of its employees to elect one (1) job Steward for DPW. One (1) job Steward for WWTP and one (1) Alternate for the purpose of handling contract grievances, who shall be regular seniority employees of the City. The Alternate may exercise the rights of a Steward set forth in the Article, only in the event the Steward is absent from work.

Section 3.2

If it is necessary to investigate contract grievances, the Steward shall do so after his working hours. No Union activity, excluding grievance processing, shall be carried on City premises during scheduled working times.

Section 3.3

The City will not recognize any Steward or Alternate until his name and position have been certified in writing by the Union to the City.

Section 3.4

Neither the Union nor any of its Officers, nor any Steward or Committeeman shall assume supervisory authority, or advise or direct employees to disregard the instructions of supervision.

Section 3.5

It is agreed that no Union official shall have access to or enter the City's premises without the prior permission of the City Manager or his designated representative. The employees' Union Representative shall enter and remain on the premises only during his regular working hours, unless otherwise agreed to by the City Manager.

Section 3.6

The job Steward and Alternate have no authority to take strike action, or any other action interrupting the City's business. The City shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action, or engaged in a slowdown or work stoppage in violation of this Agreement.

ARTICLE 4

UNION SECURITY

Section 4.1

Membership in the Union is not compulsory. Employees have the right to join, or not join, as they see fit.

Section 4.2

Membership in the Union and the payment of the Union's membership dues is separate and distinct from the payment of a service fee as set forth in Section 4.3 of this Article.

Section 4.3

The City agrees, subject to Section 4.16 of this Article, that all present and future employees within the bargaining unit shall, for the duration of this Agreement, either become and remain members in good standing in the Union to the extent of paying the regular periodic dues uniformly required, or shall pay to the Union an amount of money equal to that paid by the employees who are members of the Union, limited, however, solely to the amount of money equal to the Union's regular and usual dues, but shall not include any special increases or other requirements of the Union for special support for its members in excess of regular dues:

1. Present seniority employees covered by this Agreement, who are not members of the Union at the time this Agreement becomes effective, shall be required, as a condition of continued employment for the duration of this Agreement, to become members of the Union to the extent of tendering the regular periodic Union dues uniformly required for membership, or in the alternative, to tender the service fee as set forth above, in this Section 4.3, on or before the sixtieth (60th) day following the effective date of this Agreement.

2. New employees hired after the effective date of this Agreement, and present employees who have not attained seniority who are covered by this Agreement, shall be required, as a condition of continued employment for the duration of this Agreement, to become members of the Union to the extent of tendering the regular periodic Union dues uniformly required for membership, or in the alternative, to tender the service fee as is set forth above in this Section

4.3, upon the attainment of seniority or on or before the sixtieth (60th) day following the effective date of this Agreement, whichever date is later.

Section 4.4

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Article.

Section 4.5

Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 4.6

After the effective date of this Article, and thereafter during the life of this Agreement, and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues and/or initiation fees of the Union levied in accordance with the Constitution and By-laws of the Union, and which are uniformly required, provided however, that the Union shall first present to the City a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union, and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization, and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified check-off list or authorization.

Section 4.7

The written authorization from employees who become members of the Union will be on the "Authorization for Payroll Deduction" as shown below:

Section 4.8

Dues shall be deducted from the first (1st) pay of the month, and shall be remitted to the Treasurer of the Local Union within ten (10) days thereafter, with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.

Section 4.9

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

Section 4.10

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 those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, or any other deductions not in accordance with this provision.

Section 4.11

The Union agrees to reimburse any employee for the amount of any dues deduction made by the City and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the City harmless for any claims of excessive deductions.

Section 4.12

The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit, and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4.13

This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the Courts, and this Article shall be found to violate laws, the Union shall be responsible for any loss or damage, including back pay, awarded by the legal authority or Court.

Section 4.14

Employees who are not actively employed (e.g., lay-off, leaves of absence, etc.) are not subject to the terms of this Article.

Section 4.15

Employees electing to pay the service fee may authorize payroll deductions for such fee in the same manner as provided in Section 4.6 of this Article, or the employee may pay such amounts directly to the Union. Such payroll deductions are subject to the terms of Section 4.6 of this Article. The written authorization from employees who do not become members of the Union will be on the Authorization for Deduction of Service Charge as shown below.

Section 4.16

It is understood that those employees whose established religious beliefs do not permit them to abide by this Article shall be exempt from the provisions of this Article upon receipt by the City and the Union of written confirmation of their objections as stated above.

Section 4.17

In the event that the Union refuses to accept as a member any person hired into the bargaining unit, said person may continue in employment without liability under this Article.

ARTICLE 5

DEPARTMENT RULES

Section 5.1

The City may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the employees to follow.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 6.1

The City shall retain the sole right to establish, adopt, publish, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, lay-off, discharge, demote, or transfer any and all employees who violate these rules.

Section 6.2

New or amended rules will be published five (5) working days prior to their effective date.

Section 6.3

After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without cause. Cause for discharge or suspension shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism; tardiness; failure to notify department head of anticipated absenteeism prior to shift; failure to take or pass physical examination; dishonesty or theft; fighting; insubordination; sabotage; immoral conduct; intoxication; using alcohol or illegal drugs on City premises or during .working hours; unethical conduct; overt discourtesy to supervisors, visitors, or other City employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision; refusal to cross a picket line established by any other labor organization.

Section 6.4

The Union and the City recognize the importance of the protection of information concerning the operation of the City. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to a fellow employee, or any unauthorized person, shall be regarded as breach of confidence and as grounds for immediate dismissal. Such dismissal will not be subject to the Grievance Procedure.

Section 6.5

The City reserves the right to demote, suspend or transfer an employee, and/or to require an employee to take an involuntary sick or health leave of absence according to the terms of Article 27-Health Leaves, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City. Such disability shall be deemed just cause for the purposes of this Article. The City may terminate the employee at the expiration of the voluntary or involuntary health leave of absence if the employee is not able to return to work pursuant to this Section.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following Grievance Procedure.

Section 7.2

Step One

Within two (2) working days of the time a grievance arises, an employee may present the grievance orally to his supervisor. Unless the supervisor determines otherwise, the meeting will occur during the last ten (10) minutes immediately before the end of the employee's work shift. The employee's Steward may be in attendance if the employee so requests.

Grievances shall be reduced to writing at Step Two during non-working hours.

The City Manager or his designated representative shall schedule the meeting at Step Three during normal business hours of the City unless otherwise mutually agreed.

Step Two

If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form provided by the City and present the grievance to his supervisor for a written answer. The grievance form will be mutually agreed to by the City and the Union. The written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Step Three

If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, submit a written request to the City Manager for a meeting between the representative of the Union and representatives of the City Manager in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written agreement of the City and the Union. The City Manager shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

Step Four

If the grievance is not resolved in Step Three, the Union may, within five (5) working days after the receipt of the answer in Step Three, appeal the grievance to the Michigan Employment Relations Commission (MERC) for mediation. The appeal shall be in writing and it

shall specify the basis of the appeal. A copy of the appeal shall be sent to the City Manager.

Section 7.3

All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, or if no time limit is specified within two (2) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

Section 7.4

The City shall not be required to pay back wages for more than five (5) calendar days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have earned or received from any source during the period of back pay in lieu of his regular job with the City. Such employee shall have the burden of showing that he was actively seeking employment during such time.

2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section 7.5

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Section 7.6

Any agreement reached between Management and Union Representative(s) is binding on all employees affected, and cannot be changed by any individual.

Section 7.7

Workdays for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

Section 7.8

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Section 7.9

All necessary time lost by employees and/or the Union Steward during the regular, straight-time shift, because of grievance processing in accordance with the Grievance Procedure and Article 3 - Representation, shall be paid for by the City at the employee's regular, straight-time hourly rate. It is understood that this only applies to time lost during the normal, regularly scheduled straight time, and does not apply to grievance activity during non-work hours or after the regularly scheduled straight-time shift. It is understood that employees and the Union Steward may present Contract grievances without loss of pay pursuant to this Section upon having received permission from their supervisor for this purpose. The employees and the Union Steward will perform their regularly assigned work at all other times. The following rules shall be observed:

1. If an employee has a grievance, he will request a meeting as set forth in Section 7.2, Step One of this Article. The supervisor will grant permission providing normal and efficient operations are not seriously interrupted.
2. If the presence of the Union Steward is requested, the supervisor will notify the Steward and grant permission to attend the meeting, providing normal and efficient operations are not seriously interrupted.
3. It is understood that this Section is subject to the understanding that the time will be devoted to the proper presentation of grievances. The employees and Union Steward may not abuse the privileges of this Article.

Section 7.10

If the grievance is not resolved at Step Four of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to arbitration by written notice delivered to the City Manager within ten (10)

working days after the mediation session is held, provided that if the Union appeals a grievance to MERC pursuant to Step Four, and the City notified the Union in writing that the City will not consider mediation, the Union may, within ten (10) working days after receipt of such notice, submit the grievance to arbitration by written notice delivered to the City Manager. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee, or employees involved, and the City.

Section 7.11

Following receipt of the notice to arbitrate, the Union and the City will meet at a mutually agreeable time to select an arbitrator. If an arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the City may, within the next five (5) working days only, apply in writing to the American Arbitration Association for arbitration under its rules.

Section 7.12

The jurisdiction of the arbitrator shall be limited to the determination of grievances referred to him as prescribed herein which involve an alleged violation of a specific Article and Section of this Agreement. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

Section 7.13 Powers of the Arbitrator

The arbitrator shall have no power to add to, subtract from, alter, change, or modify any of the terms of this Agreement, or any of the functions or responsibilities of the parties to this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement, and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the arbitrator shall have no power to specify the terms of a new Agreement or to substitute his discretion for that of any of the parties hereto.

Section 7.14

At the time of the arbitration hearing, both the City and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be

responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the arbitrator, a transcript of the hearing shall be made and furnished to the arbitrator, with the City and the Union having the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The arbitrator will render his decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

Section 7.15

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

Section 7.16

The arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the City.

Section 7.17

After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

ARTICLE 8

NO-STRIKE CLAUSE

Section 8.1

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City, or any employer, and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any picketing of the City's buildings, offices or premises, or the premises of other employers or companies doing business with the City (because of a labor dispute with this City).

Section 8.2

The Union agrees that it (and the officers and Committeemen of this Local) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the City by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any and all employees who violate this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

Section 8.3

In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief, and/or it shall have the right to terminate this Agreement by notice in writing to the Union.

Section 8.4

During the life of this Agreement, the City, in consideration of the Union's and its members' observation of the above, agrees not to lockout any employees covered by this Agreement.

ARTICLE 9

LENGTH OF SERVICE

Section 9.1

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the City from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

Section 9.2

It is understood that employees are subject to a probationary period for four (4) consecutive months of regular, full-time employment, during which time the City shall have the sole right to discharge, discipline, transfer, demote or lay-off said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise there from. An employee's probationary period may be extended for an additional period, up to two (2) months, upon agreement by the City and the Union.

When an employee finishes the probationary period by accumulating four (4) months of continuous, full-time employment and any extension period, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

Section 9.3

There shall be no seniority among probationary employees.

Section 9.4

Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any correction therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back pay by reason of the correction of an error on such list.

Section 9.5

An employee shall be terminated and lose his seniority rights if he:

1. Quits;
2. Is discharged and not reinstated;
3. Is laid off for a period of one (1) year or length of his seniority, whichever is less;
4. Fails to report for work within three (3) days following recall from lay-off without a reasonable excuse acceptable to the City. Such notification of recall shall be by telegram or registered mail, addressed to such employee at his last address as filed with the City;
5. Is absent without a reasonable excuse acceptable to the City for two (2) consecutive working days, and without notice to the City of such excuse within the two (2) days;
6. Fails to return from a leave of absence, vacation, or sick leave, at the designated time without a reasonable excuse acceptable to the City;
7. Retires.

Section 9.6

It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's

records shall be conclusive when used in connection with the lay-offs, recalls, or other notices to employees.

Section 9.7

Employees promoted to supervisory positions outside the bargaining unit shall be promoted within a ninety (90) working day probationary period. During the probationary period, the City may, at its discretion or upon the request of the employee, return the employee to his former position and seniority within the bargaining unit. Supervisory employees returned to the bargaining unit after expiration of the probationary period shall be returned to an existing vacancy and with the status of a newly hired employee, with no right to previous seniority or benefits accruing theretofore within the bargaining unit and shall be treated for all purposes of this Agreement as a new hire. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit after the probationary period.

ARTICLE 10

LAY-OFF AND RECALL

Section 10.1

Employees shall be laid off according to the following procedure:

1. Probationary employees within the affected classification within the department will be laid off first (1st).
2. Thereafter, seniority employees within the classification within the department will be laid off according to classification seniority, providing the remaining employees in the classification and department can perform the available work.
3. When a seniority employee is removed from a classification within the department as a result of a lay-off, he may be allowed to bump the least senior employee in the lowest paying classification within his department (and, if no position is available to the affected employee on this basis, then within other departments) in accordance with his City seniority, and his proven ability and qualifications, providing he can perform the available work, and the remaining employees within the lowest classification can perform the available work.
4. In the event the lay-off under Section 10.1, paragraph 2, occurs in the lowest-paying classification within a department, the provisions of paragraph 3 will not apply.

Section 10.2

For purposes of this Article, the term "classification seniority" means the date appearing

on the City's records in which an employee began working in a given classification. The term "City seniority" means the employee's seniority as defined in Article 9.

Section 10.3

Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the City to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

Section 10.4

Employees will be recalled in the reverse order of the lay-off, providing the employee can perform the available work.

Section 10.5

Temporary adjustments of the work force due to such things as emergencies, breakdown of equipment (except motorized vehicles), fire, flood, power failure, labor disputes, civil disorders, and conditions beyond the control of the Employer may be made without application to the above provisions. If such a temporary adjustment continues for more than five (5) working days, the Union may request the Employer to adjust the working force according to the above Sections, and the Employer will do so within three (3) working days thereafter. This provision will not be used to discipline any employee.

Section 10.6

For the purposes of this Article, the term "department" refers to one (1) of the following:

1. Department of Public Works;
2. Waste Water Treatment Plant;
3. Water Department.

ARTICLE 11

JOB CLASSIFICATIONS

Section 11.1

The City reserves the right to determine the minimum mental and physical qualifications for each job classification. The City also reserves the right to establish and use such written

examinations and physical qualification standards, as it deems necessary, for the hiring, promotion, or transfer into each job classification, as well as the right to establish the minimum acceptable level of performance on any such examination. The City reserves the right to establish the minimum requirements for each job classification. While periodical revisions may be made in such standards, the City will endeavor to uniformly apply the standards to the employees involved at the time of the hiring, promotion, or transfer into each classification.

Section 11.2

It is understood that the designation of classifications set forth in Appendix "A" are recognized for wage purposes only, and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

ARTICLE 12

NEW OR CHANGED JOBS

Section 12.1

When a new job is placed in existence, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first (1st) day the employee began work on the job, unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 13

EMPLOYEE DEFINITIONS

Section 13.1

For the purpose of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for forty (40) hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work more than twenty (20) hours, but less than twenty-nine (29) hours a week. A "temporary employee" is an employee hired for a definite period of time less than four (4) months, or an employee regularly scheduled to work

less than twenty (20) hours per week.

Section 13.2

Temporary/Part time employees are excluded from the bargaining unit and are not subject to the requirements, entitled to benefits, or covered by any provision of this Agreement. They may be used for the following: Lawn Mowing, Painting, Weeding, Picking up trash, Custodial work, Helper duties (running for parts), Assisting with park and cemetery set ups, Hole watch (if no regular employee is available). Temps/Part Timers shall perform no bargaining unit work such as: Lab work, operation of vehicles or equipment (other than a pickup truck), maintenance work, or any other work performed by DPW/WWTP employees. Temps/Part Timers shall not displace a regular employee. Temps/Part Time employees shall be laid off prior to layoff or reduction in the current regular workforce.

Section 13.3

In the event a regular, part-time employee becomes full-time, said employee will be credited on a pro-rata basis for all days worked as a part-time employee, and, if said employee has worked the equivalent of four (4) consecutive months of regular full-time employment or more, they will be placed on the seniority list with such credit.

Section 13.4

In applying the lay-off provision of this Agreement, it is understood that temporary and part-time employees working within the affected classification and department will be laid off before any full-time seniority employee is laid off from the affected classification and department. Before being laid off, a regular part-time employee will be given the option of becoming a full-time employee in accordance with his new seniority under Section 13.3.

ARTICLE 14

PROMOTIONS

Section 14.1

Permanent job vacancies, which are to be filled by promotion of present employees, will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher-rated pay classification than the one currently employed in. The City reserves the right to fill said job vacancies on a temporary basis with regular City employees without regard to the provisions of the Article.

1. Notice of said job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position, in a conspicuous place in the D.P.W.

and WWTP buildings. Employees interested shall apply in writing within the five (5) working days posting period.

2. Prior to the vacancy being filled, the representative of the City shall review all applications. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit, and capacity shall be considered. Where the City deems these factors equal, the employee with the longest service with the City shall be given preference. In determining relative ability, consideration shall be given to experience, quality of workmanship, aptitude, and physical fitness. In determining relative merit, punctuality and good attendance, and diligence shall be considered. If no applicant is selected to fill the vacancy, the City may then consider applications outside the bargaining unit.

Section 14.2

The applicant selected for a promotion will serve a trial period of three (3) months. The City may disqualify the employee during the trial period, and such employee shall be returned to his former position if available, or one of similar classification and pay.

Section 14.3

Employees selected by the City for a promotion to a higher classification will serve a three (3) month trial period in the classification, during which time they will receive the starting rate for the classification as set forth in Appendix "A". After the employee has successfully served three (3) consecutive months, he shall then be paid the regular rate for the classification as set forth in Appendix "A".

Section 14.4

The City reserves the right to hire from outside if no employee is deemed qualified to fill the vacancy, or no applications are received from employees in the bargaining unit.

ARTICLE 15

TRANSFERS

Section 15.1

In the event an employee desires a transfer to another department and/or classification, he may file a written request with the City Manager. In making any transfer or in ruling on an employee's request for a transfer, the City will give due consideration to seniority, qualifications, and all other applicable factors, however, the decision of the City is final and is not subject to the Grievance Procedure set forth in Article 7.

Section 15.2

The City shall continue to have the sole right to temporarily assign employees from one job, department, or classification to another within the bargaining unit. The employee so assigned will, if the assignment is to a lower classification, retain his original rate of pay, provided that this provision will not apply in the event of a transfer and/or demotion pursuant to Article 10 - Lay-off and Recall. The employee so assigned shall, if the assignment is to a higher classification, retain his original rate of pay for the first (1st) sixty (60) working days following the assignment, and will thereafter receive the starting rate of the new classification. In the event the employee is subsequently promoted to a higher classification, the previous time worked in the higher classification, pursuant to this Section, will not be counted as part of the employee's probationary period as set forth in Sections 14.2 and 14.3 of Article 14 - Promotions.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 16.1

The City reserves the right to schedule the work hours of employees according to the needs of the operations. In exercising such discretion, the City will not act arbitrarily. If the City's actions are arbitrary in changing hours of an employee or groups of employees, the employee affected may file a grievance at Step Two of the Grievance Procedure. The normal work week consists of forty (40) hours, occurring during the period beginning at 12:00 a.m. midnight Sunday and ending at 12:00 a.m. midnight the following Sunday, provided that any payment for stand-by time (Section 35.7, Article 35 - General) will be counted as part of the normal weekly hours. The normal workday consists of eight (8) consecutive hours (except that on Saturday or Sunday, the workday may be shorter), exclusive of lunch period. When working during normal lunch hour, the employee shall not be required to take an unpaid lunch (such as during funerals), but shall simply work a straight eight (8) hours. However, this provision shall be at the discretion of the supervisor and shall not cause an overtime situation. This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time, or as a limitation of the City's right to schedule work in excess of the normal work day or the normal work week.

Section 16.2

Unless otherwise scheduled by the City, the regular work day for Waste Water Treatment Plant operators shall commence at 7:00 a.m. and end at 3:30 p.m. daily, with an unpaid lunch period of one-half (1/2) hour. Unless otherwise scheduled by the City, the regular work day for the Department of Public Works employees shall commence at 7:00 a.m. and end at 3:30 p.m. daily, with an unpaid lunch period of one-half (1/2) hour. The City reserves the right to schedule the lunch or break period to provide for efficient operations, however, it is understood that the

lunch period will normally occur in the middle of the work day, and one (1) break period will be taken in the first (1st) half (1/2) of the work day, and one (1) break period will be taken in the second (2nd) half (1/2) of the work day. In exercising such discretion, the City will not act arbitrarily.

Section 16.3

All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of forty (40) hours in any one (1) work week, or eight (8) hours in any one (1) work day. Such overtime pay may also be paid in the form of compensatory time off by mutual agreement.

Section 16.4

The City reserves the right to require employees to work overtime when necessary for efficient operations.

Section 16.5

Overtime will be permitted only when authorized by a supervisor.

Section 16.6

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

Section 16.7

Absent time paid for shall be considered as time worked for purposes of computing overtime.

Section 16.8

All permanent, full-time employees shall be allowed two (2) breaks during their regular workday. The breaks shall be of fifteen (15) minutes duration and shall be taken at a time designated by the City.

Such employees working in excess of the usually scheduled workday shall receive a fifteen (15) minute break for each additional two (2) hour period completed.

Section 16.9

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, after his break period, and after his lunch period.

Section 16.10

Any employee called in to work outside of his regularly scheduled shift shall be assured two (2) hours of work paid at the rate of time and one-half (1-1/2) the employee's regular straight-time rate, provided that if the work time on the call-in assignment runs into the employee's regular working hours, the provisions of this Section shall not apply and the employee will be paid only for additional time worked.

Section 16.11

It is agreed that the City may install and require employees to use time clocks.

Section 16.12

A full-time employee, unless otherwise notified by the City, who reports for work on his regularly assigned shift and is informed by the City that work is not available for such employee, shall receive no less than fifty percent (50%) of his normal daily shift of work, or fifty percent (50%) of his normal daily shift pay at his regular, straight-time hourly rate, provided, however, that such employee shall be required to do any work assigned to him during said period. Notification by the City not to work may be verbal. This Section shall not apply where the inability to supply work is due to labor disputes, fire, flood, civil disorder, or other conditions beyond the control of the City, however, the City will endeavor to notify employees of the lack of work.

Section 16.13

1. The City will attempt to rotate and equalize the assignment of overtime work to bargaining unit employees working within the same classification, providing the employee is available and can perform the available work. The distribution of overtime shall be equalized as nearly as practicable over each year. A new overtime list will then be placed in effect in each succeeding year. For purposes of the implementation of this Article, the first (1st) year shall commence on the first (1st) day of the calendar month following the effective date of this Agreement. In the event an employee is asked to work overtime and excused from the assignment, said employee shall be charged with the hours paid. When employees who are called in to work outside of their regularly scheduled working hours under Section 16.10 of this Article, the City may assign the overtime work to any employee regardless of his position on the overtime list. This Section shall not alter the City's right to require employees to work overtime.

Errors in assignment of overtime, if called to the attention of the City within five (5) working days, shall be corrected by the assignment of the next available overtime work to the employee who would have originally been assigned the overtime but for the error, and in no event shall the City be liable for any back pay for errors committed in the administration of this Section.

2. Overtime list will be posted monthly by the tenth (10th) day of each month showing the total hours of accumulated overtime for each employee, the hours worked in the previous month, hours offered and refused in the previous month. (Hours offered and refused shall be charged as time worked. An employee off sick or on vacation or any other paid leave shall not be eligible for overtime, nor have hours charged against him.)

3. An employee, after completion of their probationary period, shall have their name placed on the overtime list and charged the same amount of hours as the average of all the employees in his classification.

Section 16.14

The following is mutually agreed to by the City and the Union and shall be implemented on a year-to-year basis, at the discretion of the City Manager.

(a) The schedule change shall be for the regular full-time employees in the Department of Public Works and the Water Department, but excluding all seasonal, temporary, or confidential employees, all supervisors, and all other City employees.

(b) The duration of the schedule change shall be from May 1st through October 31st.

(c) The City reserves all rights and privileges granted to it under the Collective Bargaining Agreement relating to the establishment and/or modification of work day, work week, work schedules.

(d) In agreeing to the schedule modification in this instance, the City and the Union agree that it in no way establishes a precedence or commitment on the part of the City or the Union to consider or implement such a work schedule in the future.

(e) The following Sections of the Collective Bargaining Agreement are modified for the employees and duration referenced in (a) and (b) above:

Section 16.1 The normal work day shall consist of ten (10) consecutive hours (except that on Friday, Saturday, or Sunday the work day may be shorter), exclusive of lunch period.

Section 16.2 The regular workday shall commence at 6:30 a.m.

and end at 5:00 p.m.

Section 16.3 Employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved work in excess of forty (40) hours in any one (1) week, or ten (10) hours in any one (1) day.

Section 35.7 For the purposes of stand-by pay, Friday and/or Monday will be considered part of the weekend and not a weekday, depending on the schedule of the individual employee, if said employee is scheduled to be off on Friday or Monday.

(f) The accumulation and usage of personal days, vacation days, sick days, on the basis of an eight (8) hour day, and holidays shall be calculated on the basis of a ten (10) hour day.

ARTICLE 17

ATTENDANCE

Section 17.1

Employees are expected to report to work on time and to observe working hours that have been established.

Section 17.2

In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work. Employees who are to be absent must notify their supervisor before their work day begins or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay.

Section 17.3

Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of any hour for each six (6) minutes, or at the option of the City, the employee may be required to wait until the next one-quarter (1/4) of any hour from his scheduled starting time elapses before commencing work, in which event, the employee will have all such missed work time deducted from his pay.

ARTICLE 18

WAGES

Section 18.1

The wages of employees covered by this Agreement are set forth in Appendix "A", which is attached to and incorporated in this Agreement.

Section 18.2

It is understood that the salary progression schedule set forth in Appendix "A" is based on length of service at each step in the classification. Increases will be awarded upon the completion of the specified length of service at each step in the classification.

ARTICLE 19

VACATIONS

Section 19.1

Each permanent, full-time seniority employee will earn vacation leave with pay in accordance with the following provisions.

Section 19.2

Vacation leave with pay is earned in the calendar year (July 1st through June 30th, inclusive) prior to the calendar year (July 1st through June 30th inclusive) in which the vacation leave with pay is to be taken. Vacation earned in accordance with this Article will be awarded an employee on the following July 1st or at the completion of the probationary period, whichever date is later.

Section 19.3

Vacation leave with pay may not be taken until earned. Probationary employees will earn vacation leave with pay during their probationary period, but cannot receive or use vacation leave with pay during their probationary period.

Section 19.4

The vacation year for all employees is from July 1st through June 30th, inclusive. All vacation leave with pay earned in the preceding year (July 1st through June 30th, inclusive) must be taken in the vacation year. A vacation may not be postponed from one (1) year to another and made cumulative, but will be forfeited unless completed during each vacation year.

Section 19.5

The City will schedule vacations. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the City Manager during the month of April of each year. The City will post the vacation list by May 10th of each year.

Section 19.6

An eligible employee will be credited with vacation leave with pay according to his seniority on July 1st, in accordance with the following schedule:

Years Seniority	Days Vacation Per Year
0	.75 day/month service
1	10
2	10
3	10
4	12
5	15
6	15
7	15
8	18
9	18
10	18
11	20
12	20
13	20
14	20
15	20
16+	25

All current employees will be grandfathered at their present rate of vacation. Future increases for present employees will not be granted until they become due under the above schedule. An eligible employee must be paid for eighty percent (80%) of the scheduled work time within a given calendar month to earn vacation credit under the above schedule. Employees hired after June 30, 2012 will not be eligible for 16+ step of the vacation table and will be eligible for a maximum of twenty (20) vacation days per year beginning year 11.

When authorized by the City, the employee may change his requested vacation period. The City Manager may, when in the City Manager's opinion it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period, provided, however, that if the vacation cannot be rescheduled within the vacation year, the employee, at the employee's option, will either receive pay in lieu of his vacation time off, or he will be allowed to take his vacation in the next year.

In the event an employee does not submit an application during the month of April, he may thereafter file an application, but it must be filed no later than fifteen (15) days prior to the requested vacation period. The City must approve such application. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the month of April. Those who apply after the month of April will be assigned vacations on the basis of first come, first served.

Section 19.7

Unless otherwise authorized by the City, vacation leave with pay must be taken in periods of at least five (5) consecutive workdays. The employee's immediate supervisor may make an exception to this requirement.

Section 19.8

Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

Section 19.9

Paid holidays (as set forth in Article 20) and Saturdays and Sundays falling within a scheduled vacation period will not be charged against the earned vacation time.

Section 19.10

If an employee becomes ill and is under the care of a duly licensed physician during his

vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his accumulated sick leave.

Section 19.11

An employee who voluntarily resigns or retires under the City of Vassar Employee Retirement System will be paid for all credited and accrued vacation leave with pay if the employee gives the City at least fifteen (15) days advance written notice of the resignation or retirement. Such payment will be made to the employee's beneficiaries in the event of the employee's death. An employee who separates employment other than as provided above shall receive only the credited vacation leave with pay as of July 1st, prior to his separation.

Section 19.12

The failure of an employee to work his scheduled day prior to and his scheduled day following the vacation, without reasonable excuse, will be grounds for disciplinary action.

ARTICLE 20

HOLIDAYS

Section 20.1

Providing they meet all of the eligibility rules, all permanent, full-time employees shall be paid eight (8) hours pay at their regular straight-time rate for the following holidays:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

In addition, employee will be allowed four (4) days as a floating holiday. Such days will be scheduled pursuant to Article 29 - Personal Leave, and may be taken in one-half (1/2) day increments.

Section 20.2

The following rules shall govern the payment of holiday pay:

1. Subject to paragraph 2 of this Section, and Article 19, Section 19.9, employees must work the full scheduled work day prior to and the full scheduled work day following a

holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness (if required by the City), or the absence is mutually agreed to.

2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, provided that if the employee is laid off within the seven (7) work days immediately preceding the designated holiday, the employee shall receive the holiday pay as provided above.

3. The employee must have seniority on the workday immediately preceding the holiday involved.

Section 20.3

Subject to applicable State and Federal laws, when any of the above-enumerated holidays fall on a Saturday, the preceding Friday will be observed as the holiday. When any of the above enumerated holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Section 20.4

An employee who is scheduled to work on any holiday set forth above, and who, without authority, does not work said day, shall receive no holiday pay for such day.

Section 20.5

Upon successful completion of the probationary period, a full-time employee will be allowed to take one (1) regularly scheduled workday off with pay for each holiday that occurred during his probationary period. The scheduling of the day off is to be approved by the City.

Section 20.6

Employees will be paid, in addition to holiday pay set forth in Section 20.1, double time (2X) their regular straight-time rate, or compensatory time at a rate of double time (2x), at the employee's choosing, for all hours worked on a holiday set forth above, when the employee works the employee's scheduled day before and after the holiday. However, no overtime premium will be paid twice (2X) for the same time worked.

ARTICLE 21

SICK LEAVE

Section 21.1

Sick leave with pay will be earned by all permanent, full-time seniority employees in accordance with the following provisions.

Section 21.2

Permanent, full-time seniority employees will earn and be credited with one (1) workday of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty percent (80%) of the scheduled working days within the calendar month.

Section 21.3

Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period. Probationary employees will be credited with earned sick leave on the completion of the probationary period.

Section 21.4

Sick leave shall only be available for use by seniority employees with a personal illness or injury.

Section 21.5

For purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate. Sick leave shall be taken in increments of at least two (2) hours of a normal daily scheduled workday, unless otherwise agreed to by the employee's immediate supervisor.

Section 21.6

In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor prior to the time set for beginning his daily duties, or present a reasonable excuse for not doing so. An employee need not call in on the second (2nd) or third (3rd) day of an absence.

Section 21.7

The City may require that employees provide medical data and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to the Article which:

1. Exceeds two (2) consecutive work days; or
2. Exceeds more than six (6) Fridays and Mondays in any twelve (12) month period (i.e., exceeds a total of six [6] Fridays and Mondays or any combination of the two [2] which totals six [6] days in any twelve [12] month period).

Falsification of such evidence will be cause for discipline. The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City-appointed doctor whenever sick leave is taken pursuant to this Article, provided however, that the City will pay the cost of such tests and examinations.

Section 21.8

No sick leave may be taken until earned.

Section 21.9

Employees on leave of absence without pay, or on a health leave of absence without pay, or on sick leave taken pursuant to this Article, shall not accumulate sick leave while on such leave.

Section 21.10

Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

Section 21.11

Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

Section 21.12

Unused sick leave shall accrue and may be accumulated without limit.

Section 21.13

In order to be eligible for compensation while on sick leave, the employee must be at his

residence or a hospital or physician's office during his regularly scheduled working hours. The employee, if at his residence, must be available by telephone to confirm his presence. An answering device is not an acceptable substitute for this requirement. This provision shall not apply in the event the employee is disabled and the City has satisfactory medical documentation on file substantiating the employee's disability.

Section 21.14

Payment for accumulated sick leave will be made only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of accumulated unused sick leave, up to a maximum of ninety (90) days (i.e., the payment under this Section may not exceed forty-five [45] days pay) if employment is terminated by:

1. Retirement under the provisions of the City of Vassar Employee Retirement System.
2. Voluntary resignation if the employee provides the City with at least two (2) weeks advance written notice of the resignation.
3. In no case shall a City employee who has been discharged and not reinstated be entitled to pay for accumulated sick leave.

The City may defer the payment for the accumulated sick leave until the commencement of the next fiscal year following the day of termination of employment.

ARTICLE 22

WORKER'S COMPENSATION

Section 22.1

In the event of any injury to a regular seniority employee arising out of and in the course of his/her employment resulting in temporary disability to the extent that the employee is unable to resume his/her regular duties, the employee will continue to receive compensation during the first seven (7) days following the incident. The employee may choose to be compensated for the remaining leave time by being paid the difference between his/her regular straight-time salary and the payments received under the Worker's Compensation Act for a period of time that funds from his accumulated sick leave will provide (i.e., if Worker's Compensation pays two-thirds [2/3] of his daily wage, the City will pay one-third [1/3] of a day). Absences from duty on account of injuries received when not on regular duty, and other absences from duty to injuries for which no payments are received under the Worker's Compensation Act, will be considered as sick leave, and will be governed by the rules pertaining to sick leave set forth in Article 21 - Sick Leave. The City requires a statement from a physician relative to the injury and the duration of such absence.

ARTICLE 23

HOSPITALIZATION INSURANCE

Section 23.1

The Employer will provide hospital/medical coverage as stated in the current BCN5 plan document, with a ten dollar (\$10.00) generic and a twenty dollar (\$20.00) brand name prescription drug co-pay with a mandatory mail-in for maintenance drugs, Standard Insurance Company Dental 100/75/75/50 (annual maximum \$1,000.00 and \$1,000.00 Ortho*), Vision Service Plan 12/12/12/12 with ten dollar (\$10.00) co-pays, or plans with comparable benefits and accessibility. The Employer will make available a Section 125 Plan. For employees not electing Employer paid health insurance for either themselves or family members, in lieu of health insurance coverage, employees hired prior to June 30, 2012 will receive the greater of eighty percent (80%) of their eligible amount as of June 2012 (six thousand seven hundred and seventy dollars [\$6,770]) or eighty percent (80%) of the current single subscriber rate as cash in lieu of health insurance. Employees hired after June 30, 2012 who choose not to receive hospitalization insurance will receive the greater of twenty percent (20%) of their eligible amount as of June 30, 2012 or twenty percent (20%) of the current family plan annual premium as cash in lieu of health insurance.

Employees electing to receive hospitalization insurance will pay twenty percent (20%) of the applicable monthly premium for hospitalization and Rx coverage each month through payroll deduction. If State laws or incentive programs requiring minimum employee contributions for health care are repealed, removed, or overturned by statute or court order prior to April 30, 2013, the City and the Union agree to open the Agreement for negotiation of health care contribution amounts only.

*This benefit does not equal to \$2,000 per participant

Section 23.2

An eligible full-time employee shall become insured on the first (1st) of the month following the completion of ninety (90) calendar days from the date of employment, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service. A probationary employee may, if permitted by the insurance carrier, elect coverage during said ninety (90) day period by paying the premium for said insurance to the City.

Section 23.3

The insurance coverage listed above shall be continued to month end, plus thirty (30) days, for employees subject to lay-off, retirement, or leave of absence. Retired employees may choose to continue health insurance coverage with the City's health insurance plan, providing

that the retiree pays the insurance premiums for said coverage.

(a) Upon retirement, said retiree must elect to continue health insurance coverage within sixty (60) days of their separation from the City.

(b) Retirees shall be eligible to elect hospitalization coverage regardless of whether or not they were covered during their employment with the City.

(c) For the purpose of this Agreement, the Employer shall provide a monthly reimbursement amount of one hundred fifty dollars (\$150.00) per retiree to be used towards retiree medical insurance for those retirees with a minimum of twenty-five (25) years of service.

(d) In the event that a retiree dies that has chosen to continue health insurance coverage with the City's retirees' group coverage, said coverage shall be continued for the retiree's surviving spouse so long as the spouse continues to pay the insurance premiums.

Eligibility coverage and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits, contained in contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure. Sponsored dependents are eligible for coverage, with the employee paying the premium. Family continuation dependents are eligible for coverage, with the City paying the premium.

ARTICLE 24

LIFE INSURANCE

Section 24.1

The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the group life insurance and accidental death insurance currently in force for permanent full-time seniority employees, in the amount of twenty-five thousand dollars (\$25,000.00). Employees hired after June 30, 2012 will not be eligible for whole life coverage and the City will instead provide a twenty-five thousand dollar (\$25,000) Term Life Policy.

Section 24.2

An eligible full-time employee shall become insured on the first (1st) of the month following the completion of ninety (90) calendar days from the date of employment, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

Section 24.3

The insurance coverage listed above shall be continued until the end of month, plus thirty (30) days, for employees subject to lay-off, retirement, or leave of absence.

Section 24.4

Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits set forth in Section 24.1. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.

ARTICLE 25

HEALTH AND SAFETY PRACTICES

Section 25.1

Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses, and all other information required by the City.

Section 25.2

Each employee shall carefully follow all safety regulations of the City and shall use all safety equipment provided by the City. Failure to observe this requirement, or to promptly file a complete and accurate accident report as required herein, or to adhere to the City's safety rules, shall subject the employee to disciplinary action by the City. Disciplinary action taken pursuant to this Article which does not exceed a three (3) day suspension without pay will not be subject to the Grievance Procedure.

Section 25.3

The City shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment in accordance with applicable laws.

Section 25.4

All employees are encouraged to make safety recommendations to their supervisor or the City Manager.

ARTICLE 26

LEAVES OF ABSENCE

Section 26.1

The City, in its sole discretion, may grant a temporary written leave of absence to bargaining unit employees for a period up to thirty (30) calendar days. A written request for such leave must be submitted to the City Manager or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. The City may extend such leave upon written approval. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence.

Section 26.2

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

Section 26.3

All leaves shall be in writing signed by the City and the employee receiving same. Employees on leave must report for reassignment to work no later than the first (1st) working day following expiration of their leave.

Section 26.4

Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

Section 26.5

No benefits of any kind will be earned by, or accrued to an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested by the employee, or whether the leave was required by the City pursuant to Section 6.5, Article 6 - Discipline and Discharge.

ARTICLE 27

HEALTH LEAVES

Section 27.1

A seniority employee who has earned seniority at the time the leave is to commence, who is unable to perform his assigned duties because of personal illness or disability, and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to the length of the employee's seniority or one (1) year, whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work, accompanied by a written statement from a physician selected pursuant to Article 35, Section 35.2, certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. In the event the employee is eligible to return to work under the terms of this Section, but his seniority does not so entitle him, and the City does not return him to work, he will be deemed to be on lay-off as of the day the leave expired. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued to an employee during any leave of absence set forth in this Article. The provisions of this Section supersede any conflicting provisions set forth in this Agreement.

Section 27.2

All leaves shall be in writing and signed by the City and the employee receiving same. Employees on leave must report for reassignment to work not later than the first (1st) working day following expiration of their leave.

Section 27.3

Any employee who obtains employment while on a health leave of absence, and who would otherwise be able to return to employment by the City, shall be automatically terminated from the City effective the date the leave of absence started.

Section 27.4

The City reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time during the employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence, who is unable to perform her assigned duties shall, at the written

recommendation of a physician, be granted a maternity leave of absence without pay or fringe benefits for the duration of said disability, up to the length of the employee's seniority or one (1) year, whichever is less. A written request for such a leave must be submitted to the City Manager as soon as possible after the pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties and the expected delivery date, she shall be allowed to continue to work provided that the City reserves the right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of her intent to return to work, accompanied by a written statement from a physician selected pursuant to Article 35, Section 35.2, certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her, and she can perform the available work. In the event the employee is eligible to return to work under the terms of this Section, but her seniority does not so entitle her, and the City does not return her to work, she will be deemed to be on lay-off as of the day the leave expired. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued to an employee during any leave of absence set forth in this Article.

Section 27.5 Family and Medical Leave Act Leave

Under the Family and Medical Leave Act ("FMLA"), the Employer will provide a leave of absence to eligible employees, and will continue health insurance coverage for up to twelve (12) work weeks in a twelve (12) month period for family obligations relating to child birth, adoption, or placement of a foster child, or as a result of a serious health condition of an employee, or an employee's spouse, child or parent. An employee who is off from work on a medical leave for his/her serious health condition, and otherwise qualifies for an FMLA leave, will be considered to be on FMLA leave for all time off from work.

Employees are eligible for an FMLA leave if they have worked for the Employer for at least twelve (12) months, and have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the leave request. Employees are required to use any paid sick leave, and at their option, will be allowed to use unused vacation, all of which will be counted as being a part of the FMLA leave.

An FMLA leave must be requested with at least thirty (30) calendar days advance notice, unless circumstances require that the leave begin in less than thirty (30) calendar days. The twelve (12) week period will be calculated on a "rolling" basis, meaning that the twelve (12) weeks are measured backward from the date that the employee uses any FMLA leave. The Employer will require a physician's letter, with diagnosis and estimated return to work date, before approving an FMLA leave involving the serious illness of an employee, and before such an employee returns to work following the FMLA leave. An employee who fails to return to

work at the conclusion of an FMLA leave and their employment is terminated, shall reimburse health care premiums and costs paid by the Employer.

ARTICLE 28

JURY DUTY

Section 28.1

A full-time seniority employee who is summoned and reports for jury duty will be paid the difference between his regular, straight-time wage computed on a daily basis and the daily jury duty fee paid by the Court for each hour during which he performs jury duty, and on which he otherwise would have been scheduled to work, provided that the employee cooperates with the City in seeking to get the employee excused.

Section 28.2

In order to receive payment under this Article, the employee must pay over to the City all fees paid by the Court, except the mileage fee, and the employee must give the City prior notice that he has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Article are not applicable to any employee who, without being summoned, volunteers for jury duty.

ARTICLE 29

PERSONAL LEAVES

Section 29.1

On July 1st of each year, all full-time seniority employees will be granted one (1) day of paid leave for use during that calendar year for urgent, necessary, legal business, household or family matters which require the employee's absence during normal working hours.

Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies), and the applicant must state the reason for taking such leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper uses of this Article. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by June 30th. The number of employees allowed to take leave pursuant to this Article at any one time will be within the discretion of the City.

Section 29.2

All full-time seniority employees will be granted one (1) day of paid leave for use during that calendar year as a floating personal holiday (no reason need be given). Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies). The City must give advance approval. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by June 30th. The number of employees allowed to take leave pursuant to this Article at any one time will be within the discretion of the City.

ARTICLE 30

FUNERAL LEAVES

Section 30.1

If death occurs among members of an employee's immediate family, the employee will be excused from work with pay to attend the funeral and make other necessary arrangements for a total of three (3) consecutive workdays. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: mother, father, sister, brother, wife, husband, son, daughter, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of the employee and spouse, son-in-law and daughter-in-law. However, in the event of funerals for spouse, children and stepchildren, a total of five (5) consecutive workdays with pay shall be allowed. For parents, a total of four (4) consecutive workdays with pay shall be allowed. An eligible employee who suffers death of an aunt, uncle, niece or nephew of blood relations will be granted a funeral leave of absence with normal daily basic straight-time pay for one (1) regularly scheduled work day to attend the funeral. The City may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral. Saturday, Sunday and holidays shall not be counted as one of the three (3) days.

ARTICLE 31

RETIREMENT

Section 31.1

The City will, for the duration of this Agreement, maintain its membership in the Michigan Municipal Employees' Retirement System. The City and the employees shall contribute to the Michigan Municipal Employees' Retirement System B-2 Plan, with the following benefit provisions: F55/25, E, E-1, and E-2. Retirement shall be calculated based upon the highest three (3) years compensation.

Rules concerning eligibility, contributions, coverage and benefits under the System, and all other rules concerning maintenance of the System will be as are established under the Michigan Municipal Employees' Retirement System, and shall not be subject to the Grievance Procedure.

Section 31.2

The City and Union to participate in the ICMA RC Deferred Compensation Plan according to the following:

<u>City</u>	<u>Employee</u>
\$400.00	\$200.00

The payments will be made on a bi-weekly basis, with both the City and the employee contributing on a regular basis, not to exceed the above amounts. However, the employee contribution may exceed the above amounts at the employee's discretion. The City will have no further obligation to match above the four hundred dollar (\$400.00) or two hundred dollar (\$200.00) limits.

Section 31.3

In lieu of the retirement plan outlined in 31.1, employees hired after June 30, 2012 will be eligible for a MERS defined contribution plan with five percent (5%) employee contribution and ten percent (10%) Employer contribution. Percentages shall be based on an employee's base wages. Contributions to this plan will be made on a bi-weekly basis.

ARTICLE 32

JURISDICTION

Section 32.1

Nothing in this Agreement shall prevent any Superintendent, Supervisor or other non-unit employee from assisting in the performance of work in any department covered by this agreement, where no bargaining unit employee is reasonably available or where the scope of the work exceeds the bargaining unit employees' capacity.

ARTICLE 33

SUBCONTRACTING

Section 33.1

The right of contracting or subcontracting is vested exclusively in the City. However, it is understood by the parties that this right shall not be used for the purpose of undermining the Union.

ARTICLE 34

NON-DISCRIMINATION

Section 34.1

The Union and the City reaffirm by this Agreement their commitment not to discriminate against any person or persons because of sex, age, race, creed, color, religion or national origin.

ARTICLE 35

GENERAL

Section 35.1

The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City-appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

Section 35.2

The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury, which has resulted in lost work time in excess of two (2) consecutive work days.

Section 35.3

The City will not be responsible for the loss or theft of an employee's personal property, which is brought to work, unless the City has requested the use of the personal property or equipment.

Section 35.4

The City shall provide an annual clothing allowance of three hundred dollars (\$300.00), one hundred twenty-five dollars (\$125.00) annual safety boot/shoe allowance to be paid the first regular pay in April annually, OR the City will provide uniforms at no cost to the employee, in accordance with past practice.

- A. Shirts, pants, hats and jackets shall be included in the work uniform.
- B. The City, may in its discretion, provide safety glasses and safety shoes upon request and as needed.

Section 35.5

The City will provide special protective clothing as required by applicable laws.

Section 35.6

Anyone working more than twenty (20) hours or more per week, but less than twenty-nine (29) hours on a regular basis shall be considered a regular part-time employee and will receive vacation, holiday and sick leave benefits on a pro-rata basis. Part-time employees working less than twenty (20) hours per week and temporary employees are not entitled to the foregoing benefits.

Section 35.7

When an employee is assigned to be on stand-by the employee will be paid one (1) hour at time and a half (1-1/2X) for each day. Stand-by employees will be required to carry Employer supplied pagers and/or telephones. There shall be one On-Call from DPW and one On-Call from WWTP. Should additional manpower be required it shall be offered from the top down starting with the most senior and mandated bottom up starting with the least senior employee.

The City may appoint leaders in any classification or any combination of classifications. The selection, assignment and demotion of leaders shall be exclusively the right and responsibility of the City without regard to the seniority provisions of this Agreement. Leaders shall maintain their seniority at all times. Group leaders shall be compensated at a rate of forty cent (\$.40) per hour over his normal hourly rate as set forth in Appendix "A".

Section 35.9

Seasonal workers may be hired for the summer, May 1st - October 1st, and may be utilized in accordance with past practice.

Section 35.10

Non-probationary, full-time employees are eligible for training/licensing reimbursement. Reimbursement is contingent on budgetary constraints and decided by management. The employee must submit, in advance of commencing such a course, a letter of application to the City Manager.

ARTICLE 36

SEPARABILITY AND SAVING CLAUSE

Section 36.1

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

ARTICLE 37

SCOPE OF AGREEMENT

Section 37.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

Section 37.2

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the City and the Union, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 38

DURATION OF AGREEMENT

Section 38.1

The provisions of this Agreement shall be effective as of January 1, 2015, and shall continue and remain in full force and effect to and including December 31, 2018, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to December 31, 2018, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Section 38.2

If any negotiations described in Section 38.1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly-authorized representatives the day and year first above written.

FOR THE EMPLOYER:

City of Vassar

FOR THE UNION:

International Union of Operating Engineers
Local 324 A, B, C, D, G, H, P, RA, S,
AFL-CIO

Douglas W. Stockwell
Business Manager

Scott Page
President

Tom Scott
Recording-Corresponding Secretary

JS/bf:ufcw876

APPENDIX "A"

Effective **January 1, 2015** through December 31, 2018

*If any City employee, group of employees, or bargaining unit receives a wage increase or bonus during the term of this Agreement, the same percentage raise will also be granted to members of the DPW/WWTP Bargaining Unit.

Classification & Wage Scale for DPW, WTP and WWTP				
Classification				Wage
DPW Utility Worker				\$20.22
WWTP Operator (unlicensed)				\$19.42
Laborer				\$14.21
Pay incentive for obtaining and maintaining a WWTP State Certification			Incentive	Wage
Class-B Certification			\$0.38	\$21.13
Class-C Certification			\$0.64	\$20.75
Class-D Certification			\$0.69	\$20.11
New Hires will be paid based on the following schedule:			WWTP	DPW
Probationary Period	70% of full wage for Classification		\$13.59	\$14.15 *
First Year after Probation	70% of full wage for Classification		\$13.59	\$15.67 *
Beginning Second Year	80% of full wage for Classification		\$15.54	\$17.19 *
Beginning Third Year	90% of full wage for Classification		\$17.48	\$18.71 *
Beginning Forth Year	100% of full wage for Classification		\$20.11	\$20.22
*Rates from 6-27-2014 special circumstances LOA				

	<u>Base Wage</u>	<u>Flexible Spending Account.</u>	<u>Signing Bonus</u>
Effective January 1, 2015	\$0.00	\$0.00	\$250.00
Effective January 1, 2016	Wage Opener	\$0.00	\$250.00
Effective January 1, 2017	Wage Opener		

Signing bonus will be paid by separate check on pay day, no longer than two pay periods after ratification.

Flexible Spending Account, to be implemented and administered by the City.

Maintenance Operator

Employee shall be compensated for documented hours while performing maintenance functions at the rate of seventy cents (\$.70) above their regular wage rate. There shall be no pyramiding of Maintenance Operator and Group Leader designations.

Vehicle Maintenance worker

Vehicle Maintenance Leader(s) shall be compensated for documented hours while performing vehicle maintenance functions at a rate of seventy cents (\$.70) per hour over his

normal hourly rate as set forth in Appendix "A". There shall be no pyramiding of Vehicle Maintenance Position and Group Leader designations, however, should an employee hold both designations, the higher premium will prevail for all hours worked. The Director of Public Services or his designee shall designate Vehicle Maintenance Leader(s) annually.

Longevity

Employees hired after June 30, 2012 will not be eligible for longevity payment until they reach the ten (10) year (four hundred dollar [\$400.00]) level.

Seniority	
Twenty (20) Years or More	\$700.00 + .5% of base salary each year after twentieth (20 th) year of service
Fifteen (15) to Nineteen (19) Years	\$500.00
Ten (10) to Fourteen (14) Years	\$400.00
Three (3) to Nine (9) Years	\$300.00

Payments to be made December 1st of each year, with December 1st as cut-off date for determining seniority.