

6/30/91

*Jim  
Worthman*



**AGREEMENT  
BETWEEN CITY OF SAGINAW  
AND  
LOCAL 466-M SEIU AFL-CIO-CLC**

*Saginaw, City of*



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**SALARIED BARGAINING UNIT**

**EFFECTIVE JULY 1, 1988  
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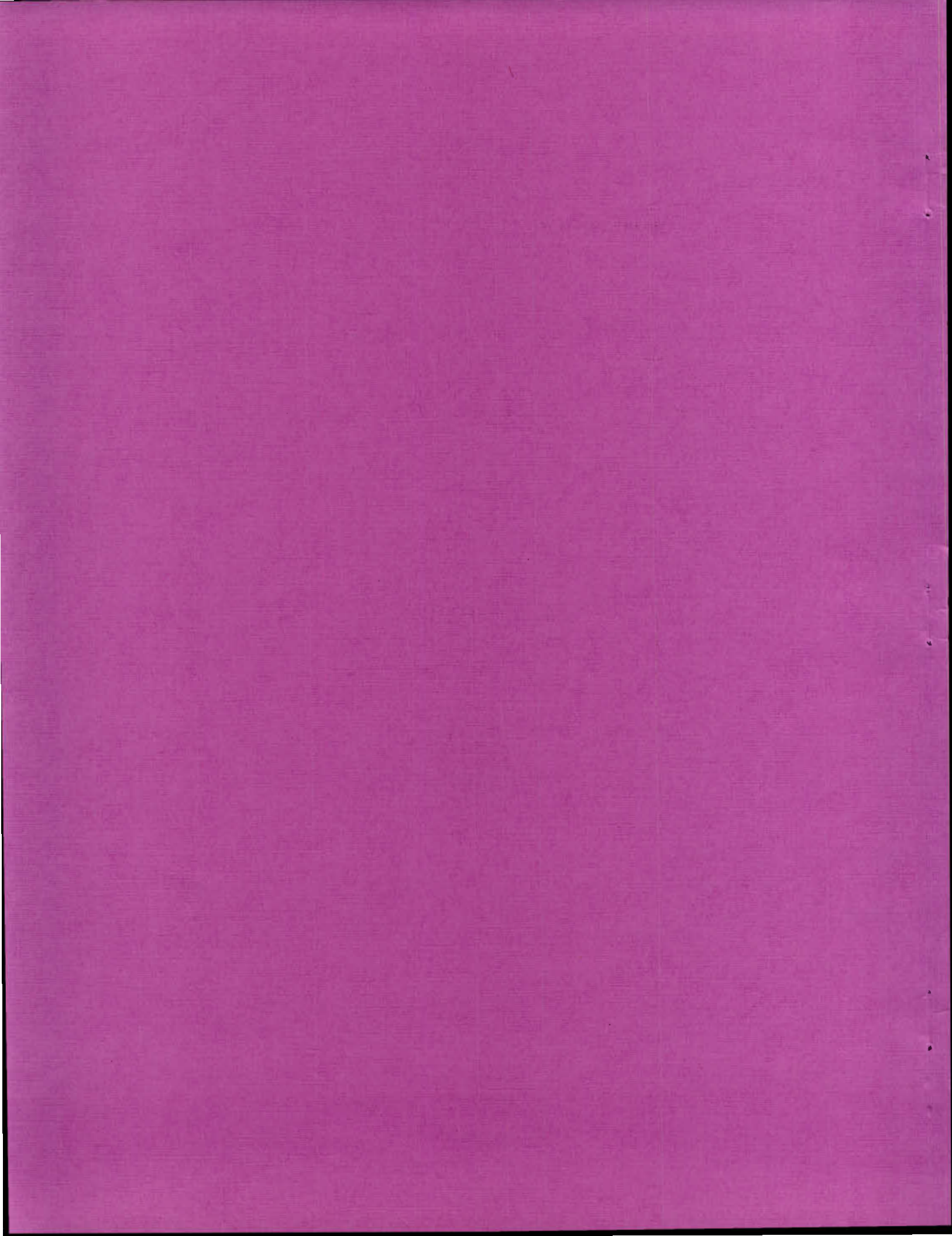


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COLLECTIVE BARGAINING AGREEMENT  
FOR SALARIED BARGAINING UNIT, S.E.I.U., LOCAL 466-M

AND

CITY OF SAGINAW

1.00 Purpose

It is the Purpose and Intent of the Union and the Employer in entering into this labor agreement to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations between the City of Saginaw and its employees for the efficient and continuous operation of all municipal services.

2.00 Recognition

2.10 Unit: Defined

For the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work, and other terms and conditions of employment, the City recognizes the Union as the exclusive representative and agent for all full-time clerical, fiscal, engineering, technical, welfare, recreation and those crafts and maintenance employees holding classifications listed in Appendix "A."

2.20 Rights of Individual

In the event an individual employee chooses to represent himself/herself in the processing of his/her own grievance, the employer will notify the Union. The Union shall be allowed to have a silent observer, without pay, witness any discussions and adjustments of the grievance. Any adjustments which may result therefrom shall be consistent with the terms of this Agreement.

3.00 Employer-Employee-Union Defined

The term "employee" as used in this Agreement shall mean any employee within the bargaining unit as described in paragraph 2.10 above. The term "employer" or "City" as used in this Agreement shall mean the City of Saginaw or its designated representative(s), including those specifically designated in this Agreement. The term "Union" as used in this Agreement shall mean Local 466-M, Service Employees International Union, AFL-CIO, CLC.

#### 4.00 Union Security

Each employee who would be eligible to acquire or maintain membership in the Union and who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, upon completing the probationary period, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be an appropriate amount set by the Union.

During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Finance Department, the employer will deduct from their pay each month the monthly Union dues as designated to the Finance Department by the financial secretary of the Union and shall promptly remit any and all amounts so deducted to the financial secretary of the Union.

The Union agrees to indemnify and save the employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of this article.

#### 5.00 Management Rights Clause

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws 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 except such as are specifically relinquished herein are reserved to and remain vested in the City, 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, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools 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, assign and layoff employees, to reduce the workweek or the workday or effect reductions in hours worked by combined layoffs and reductions in workweek or workday; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the



work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (n) to transfer, promote, and demote employees from one classification, department 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 available work.

#### 6.00 No Strike Clause

- A. The Union, its officers, agents and members agree that the Union will not countenance or condone any strikes, sit-downs, slow-downs, stoppage of work or any acts of any nature that tend to interfere with any of the services of the City of Saginaw, and the Union will use all available means at its disposal to prevent same during the life of this Agreement.
- B. Violation of this Article by any employee or group of employees shall constitute just cause for discharge and/or the imposition of discipline or penalties.
- C. Employees shall not be required to cross a picket line where their safety is clearly in danger. Assignments to perform work normally done by striking employees from other bargaining units shall be on a voluntary basis only.

#### 7.00 Representation

All employees who are covered by this Agreement shall be represented for the purpose of grievance procedures and negotiating by stewards and a bargaining committee to be chosen by the employees, except as otherwise provided in Section 2.20 of this contract.

#### 8.00 Grievance and Bargaining Committee Defined

The Grievance Committee shall be composed of three (3) employees elected within the bargaining unit and such other Union officers and representatives as may be deemed necessary by the Union.

##### 8.10 Bargaining Committee: Defined

The Bargaining Committee shall be composed of four (4) employees elected within the bargaining unit and such other Union officers and representatives as may be deemed necessary by the Union.

9.00 Function and Payment of Committee Members

Committeemen, stewards and/or alternates shall be paid by the employer for necessary time lost in processing of grievances related to the City of Saginaw only during their regular working hours at their regularly scheduled earned rate, provided their intended absence from their regular work assignments to process such grievances has been authorized by the employer. Such authorization shall not be unreasonably withheld. To facilitate the accurate preparation of payrolls, job cards, work sheets, etc., the employee shall be required to follow the proper time card and reporting procedures when leaving his/her regular job assignment to process such grievances. In no event shall the combined number of employees to be paid exceed three (3). The City will notify appropriate management personnel and the Union of the date and time of City-wide grievance and arbitration hearings. Upon receipt of notification of City-wide grievance hearings the Union will, within 24 hours, advise the department head(s) involved of the names of those employees who are requested to attend the hearing. Upon receipt of notification of arbitration hearings the Union will, within seven calendar days of the date of hearing, advise the department head(s) involved of the names of those employees who are requested to attend the hearing.

9.10 The four (4) employees elected within the bargaining unit as set forth in paragraph 8.10 shall be paid by the employer for necessary time lost in negotiations with the City of Saginaw only during their regularly scheduled working hours at their regularly scheduled earned rate. The Personnel Division shall be responsible for notifying the supervisors of the bargaining committee members of the scheduled bargaining sessions. In no event shall the combined number of employees to be paid exceed four (4).

10.00 Department Stewards and Alternates

Committeemen, stewards and/or alternates shall be governed by established rules as indicated in the grievance procedure.

However, the local Union president, and/or any executive officer of the State Council may absent themselves without pay from their assigned work to handle Union business when arrangements are made as far in advance as possible and prior approval is obtained. Such approval shall not be unreasonably withheld.

11.00 The names and home telephone number of officers, committeemen, stewards and alternate stewards shall be given in writing to the Personnel Division at least seven (7) calendar days prior to their assuming office. No officer, committeeman, steward, or alternate steward shall function as such until the Personnel Division has been advised of his/her selection in writing by the officers of the Local Union, or representative of the International Union or State Council.

- 11.10 It shall be the Union's right to determine the number and location of Stewards not to exceed ten, however, in the event bargaining unit members are assigned to locations where currently there are no bargaining unit members the Union shall have the right to have a steward at that location. The Union shall notify the Employer in January of each year of the location and number of Stewards. The Union may also have an alternate Steward for each Steward. It is understood that the seniority provisions for Stewards listed elsewhere in this agreement does not apply to the alternate Stewards. Alternate Stewards shall function only in the absence of the Steward.
- 12.00 Executive officers of the International Union and/or State Council and/or their representatives, duly authorized to represent the Union, and/or the president of the local Union shall be permitted to participate in any discussion between the parties relative to hours, wages and working conditions.
- 13.00 Any committeeperson, steward or alternate having an individual grievance in connection with his/her own work may ask for a member of the Grievance Committee to assist him/her in adjusting the grievance.
- 14.00 Grievance Procedure
- 14.10 Purpose: The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained in this grievance procedure shall abridge the right of the employee and/or Union from attempting to adjust the grievance orally prior to filing of the written grievance.
- 14.20 Grievance Defined: A "grievance" shall mean a specific charge by an employee or group of employees or Union, based upon an event, condition, or circumstance under which an employee works, that a provision of this agreement has been violated or misinterpreted.
- 14.30 Procedure: Grievances shall be handled in the following manner:
- 14.40 Step One: Immediate Supervisor Level
- 14.41 An employee who has a grievance shall submit it in writing to his/her immediate supervisor within five (5) working days after the event giving rise to the grievance or within five (5) working days after he/she should have reasonably become aware of it. In no case shall the time exceed thirty (30) days from the date of occurrence of the event. The grievance shall be on forms supplied by the employer. The City and Union agree to discuss the development of a new grievance

form. However, management shall make the final determination on the content of the form. The grievance shall state the event, condition, or circumstance giving rise to the grievance, the provisions of the Agreement allegedly violated or misinterpreted, state the relief requested, and be signed by the employee.

- 14.42 The employee's supervisor shall, within five (5) working days after receipt of the written grievance, meet with the grievant and Union steward.
- 14.43 The immediate supervisor shall give his/her written answer to the employee within five (5) working days following the meeting with the employee and/or steward.
- 14.44 Any employee who desires to be represented by a Union representative in the grievance process may request his/her immediate supervisor to call the steward, alternate steward or committeeperson to handle a specified grievance.
- 14.45 The employer shall have the right to return a grievance to the aggrieved in the event it does not contain any of the following: (1) event, condition, or circumstance giving rise to the grievance; (2) the provisions of the Agreement allegedly violated or misinterpreted; (3) the relief requested; (4) the signature of the employee. The employee shall then have five (5) working days within which to resubmit the corrected grievance.

14.50 Step Two: Division Head Level

- 14.51 If the grievance is not resolved in step one, the employee may have the grievance submitted to his/her division head within five (5) working days after the receipt of the immediate supervisor's written answer.
- 14.52 The employee's division head shall, within five (5) working days after receipt of the written grievance, meet with the grievant, Union steward and committeeperson.
- 14.53 The employee's division head shall render his/her written disposition of the grievance within five (5) working days after the meeting provided in 14.52.
- 14.54 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.60 Step Three: Department Head Level

- 14.61 If the grievance is not resolved in step two, the employee may have the grievance submitted to his/her department head within five (5) working days after receipt of the division head's written answer.

- 14.62 The employee's department head shall, within five (5) working days after receipt of the written grievance, meet with the grievant, Union steward and committeeperson.
- 14.63 The employee's department head shall render his/her written disposition of the grievance within five (5) working days after the meeting provided in 14.62.
- 14.64 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.70 Step Four: City-Wide Level

- 14.71 If the grievance is not resolved in step three, the employee may have the grievance submitted to the City Manager or his/her designated representative within five (5) working days after receipt of the department head's written answer in step three.
- 14.72 The City Manager or his/her designated representative shall, within five (5) working days after receipt of the written grievance, meet with the grievant, steward and grievance committee.
- 14.73 The Manager or his/her designated representative shall render his/her written disposition of the grievance within eight (8) working days after the meeting provided in 14.72.
- 14.74 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.80 Step Five: Arbitration

- 14.81 If the grievance is not resolved at step four, and the Union desires to submit it for arbitration they must submit it to the FMCS within ten (10) working days after receipt of the employer's written answer in step four.
- 14.82 Any grievance processed by the Union may only be submitted for arbitration by the Union.
- 14.83 Within ten (10) working days of receipt of the arbitration list from the FMCS, unless either party rejects the first list and requests a second list from FMCS, in which case within ten (10) working days of receipt of the second list from FMCS, the parties will select an arbitrator by alternate striking. On the first list following implementation of this contract, the Union shall have first strike. The parties will alternate first strike thereafter.
- 14.84 The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or

application of the agreement or any written amendments hereof or supplements hereto.

- 14.85 The arbitrator shall have no power to alter, add to, subtract from, ignore relevant provisions, or modify any of the provisions of this agreement.
- 14.86 The decision of the arbitrator shall be final and binding on all parties and they hereby agree to abide by such decisions.
- 14.87 The cost of arbitration under this paragraph shall be divided equally between the City and the Union.

14.90 Miscellaneous

- 14.91 The Union shall submit a written statement as to why the employer's last disposition of the grievance is unsatisfactory and the relief requested when appealing to steps four and five. The written statement shall not be used or introduced in the grievance meeting and/or arbitration hearing. Said statement is to be considered for purposes of settlement only and shall not prejudice the Union's position in subsequent steps of the grievance procedure.
- 14.92 Both the Union and the City agree that all grievances shall be processed as expeditiously as possible as outlined above. These time limits have been set as a guide and if additional time is needed it is expected that both parties will agree to any request for an extension of time for good cause, provided the requested extension is for a reasonable length of time. Such extensions shall be in writing and shall be for a specified period of time.
- 14.93 Except as modified herein, any grievance which is not appealed from a decision at one step of the procedure to the next step in the procedure within five (5) working days of the receipt of the decision shall be considered resolved on the basis of the last decision and not subject to further appeal. Grievances not answered by the City in the specified time limits above shall be deemed to be automatically appealed to the next step of the grievance procedure, unless the City Personnel Administrator is notified in writing by the Union that it does not want to appeal the matter further. The City is required to provide the Union with grievance answers as set forth in the grievance procedure. In the event the City fails to comply with the contractual time limits, and the City Personnel Administrator is notified in writing of the Union's desire to continue the grievance, further time limits shall be computed from the date that the City meets its contractual responsibility to provide such grievance answer.

- 14.94 The term "working day" as used in this Article shall mean the days Monday through Friday, inclusive, but shall exclude holidays as defined herein.
- 14.95 Grievances involving suspensions or discharges shall be initiated at the step four level of the grievance procedure. Grievances involving warnings and reprimands shall be initiated at the level of the person issuing the warning or reprimand. Such grievances shall be submitted within five (5) working days after receipt of the disciplinary notice by the employee.
- 14.96 Grievance meetings between the Union and the employer shall be conducted in a private location and shall include only those persons involved in the dispute and/or those persons provided for herein.
- 14.97 Grievance meetings as provided in step four shall normally be scheduled to commence between the hours of 9:00 a.m. and 4:30 p.m.
- 14.98 Employees who elect to process certain grievances in accordance with section 40 of the Saginaw City Charter (Personnel Advisory Board) shall be precluded from processing the same grievance through arbitration as provided herein.
- 14.99 Nothing herein shall prevent an employee from being represented by his/her Union steward at any step of the grievance procedure.

15.00 Seniority

- 15.10 Employees shall acquire seniority as of their last date of hire.
- 15.20 Probationary Employees - Status as a full-time employee shall be acquired by:
- (a) Being appointed to a full-time position and completing successfully the probationary period.
  - (b) A temporary employee, whether hired through a subcontractor or directly by the City (except persons employed at the Civic Center), who works full-time for nine months shall be made full-time. Exceptions to this nine-month rule may be made when mutually agreed. It is understood this provision in no way restricts management's rights to subcontract work for periods of less than or more than nine months as provided in Article 5.00(c) including, but not limited to, the right to eliminate and subsequently subcontract bargaining unit jobs or to utilize temporary

and/or subcontracted temporary employees as a supplement to the regular, full-time work force.

The employer does not intend to avoid the provisions of this Article by terminating and subsequently rehiring temporary employees who have worked continuously for nearly nine months.

The Union shall be notified of the change of status of such temporary employees. Seniority shall date from the day of continuous, consecutive employment by the City unless otherwise provided herein. Employees initially hired by the City shall not be covered by the terms and conditions of this labor agreement during their initial probationary period unless otherwise specifically stated herein.

An employee's seniority shall be considered continuous except when he/she voluntarily resigns, retires, or is discharged for cause or is absent from work as scheduled for two (2) consecutive days without notice to the Employer.

- 15.30 The probationary period for a new hire shall be limited to one six (6) month period. The City shall notify the Union when an employee has completed his/her probationary period. Said probationary period may be extended upon the mutual written agreement of the Union and the Employer for up to six (6) additional months.
- 15.40 When an employee acquires seniority, his/her name shall be placed on the City-wide, departmental, divisional, and classification seniority lists.
- 15.50 Seniority shall be accrued in the following areas and in the following manner:
- 15.51 City-wide seniority shall be the length of uninterrupted employment with the City commencing with the latest date of hiring.
- 15.52 Seniority does not accrue during approved leaves of absence in excess of 30 days unless otherwise herein provided.
- 15.53 Departmental seniority shall be determined by the amount of accumulated service within a department, whether continuous or not.
- 15.54 Divisional seniority shall be determined to be the amount of accumulated service within a division, whether continuous or not.
- 15.55 Classification seniority shall be determined to be the amount of accumulated service within a classification, whether continuous or not.



15.56 Provided, however, no employee shall be determined to have more departmental, divisional or classification seniority than he/she has City-wide seniority.

16.00 Longevity Compensations

Rules governing payment of longevity compensations are as follows:

- 16.10 Longevity compensation will be granted to employees upon the completion of 5 years of service with the City and additional increments will be paid at the completion of 5-year intervals thereafter up to and including 20 years of service.
- 16.20 Longevity compensation is based upon total continuous, uninterrupted length of service with the City and does not relate to the length of time served in a particular classification.
- 16.30 Longevity compensation will be paid to full-time employees who have served the equivalent of 5, 10, 15 and 20 years of service at the rate of 2080 hours, equaling 1 year of service.
- 16.40 Longevity increments shall be at the following rates:
- 2% of annual rate upon completion of 5 years of continuous full-time service.
  - 4% of annual rate upon completion of 10 years of continuous full-time service.
  - 6% of annual rate upon completion of 15 years of continuous full-time service.
  - 8% of annual rate upon completion of 20 years of continuous full-time service.
- 16.50 It is provided, however, that only the first \$9,000 per annum base rate shall be used in the compensation of longevity payments.
- 16.60 Time spent on military leave or other authorized leaves of absence will be used in computing continuous service for the purpose of computing longevity compensations.

17.00 Layoffs and Recalls

17.10

A. General Provisions:

Layoffs, bumps, and recalls shall be based on bargaining unit seniority provided the senior employee possesses the present ability to do the work required.

- B. Employees may bump into lower or lateral classifications provided he/she has the present ability to perform the duties of that classification. In no case shall an employee bump into a classification which is higher than the classification from which he/she is being laid off.
- C. The person receiving the initial layoff notice shall be that employee whose job is being deleted. Employees receiving the layoff notice shall be notified of the job classifications that are lateral or lower to their position at the time they are notified of the pending layoff. Unless an employee notifies the City in writing within one (1) working day following receipt of the notice of the layoff that he/she does not desire to bump, it will be concluded that the employee desires to bump. The employee may within three (3) working days after receipt of pending layoff, specify three (3) classifications and/or divisions that he/she desires to bump into and must arrange the three (3) choices in order of preference. Employees may also express classifications and/or divisions they do not want to bump into.
- D. Management will arrange the highest possible lateral or lower bump which results in the least displacement of other employees:
- i. Management reserves the right to assign employees into vacant positions and will do so within the employee's expressed preference to the fullest extent possible.
  - ii. Employees will bump the most junior employee in the highest possible lateral or lower classification based on bargaining unit seniority and will do so within the employee's expressed preference to the fullest extent possible.
- E. If a dispute exists as to the employee's potential ability to perform a job, a test will be given to determine an employee's ability to do the work required. If the employee passes the test or if no dispute exists as to the employee's potential ability to do the work required, the employee shall be given a twenty (20) work day trial period to demonstrate whether the employee is capable of assuming the full responsibilities of the job.
- F. Employees may exercise only one (1) bump per layoff. Employees who exercise a bump and are determined by management to be unable to perform their new jobs shall be laid off without any further bumping rights. Such employees shall be given recall rights to the classification from which they were initially laid off or to the classification which includes their job duties if the classification title is changed.

G. Disputes which arise under this Article shall be placed in writing on the grievance form and resolved in accordance with the Expedited Rules of the American Arbitration Association.

- 17.20 Employees will be returned to their classification in the reverse order of the manner in which they are laid off.
- 17.30 Employees who exercise their seniority under this section shall be paid at their current rate of pay in a lateral assignment or at the highest pay rate paid for a lower classified assignment as long as that rate is not higher than their current rate of pay, in which case they shall receive their current rate of pay.
- 17.40 All four designated Union officers shall be placed at the top of the seniority list during the terms of their office for lay off and recall purposes only. The Grievance Committee chairperson and stewards shall be assigned a minimum of 10 years seniority for lay off and recall purposes only. This shall not apply to officers and stewards elected during the layoff period. Layoff period shall mean the period of time after an employee has received their official written notice of impending layoff or period of time during which the employee is actually laid off.
- 17.50 The Union shall be notified of the number of employees to be laid off fourteen (14) calendar days before they are scheduled to be effective.
- 17.60 Employees shall retain their recall rights for two (2) years (24 months) following the date of layoff. There is no accrual of benefits while on layoff. After recall, an employee's longevity benefits will begin as of original date of hire, minus time spent on layoff.
- The vacation adder shall be based on the employee's original date of hire. Sick leave days which are left on the employee's record at layoff will be reinstated when the employee is recalled. Seniority will continue while on layoff.
- 17.70 Employees recalled within thirty (30) days after layoff, whose vacation time was paid off, shall have the option of buying back any or all paid off vacation days at the same rate of pay.
- 17.80 Bargaining unit employees still working for the City but on the recall list shall retain their recall rights as outlined in Article 17.60. Employees laid off/bumped who are hired into a new bargaining unit position to which they have no recall rights, which is lateral to or higher than the position from which they were laid off/bumped, will have their name removed from the recall register. Employees, provided they were on the recall register at the time of this new hiring, will have their vacation and longevity computed as of their original date of

hire minus time spent on lay off and sick leave which was left on City pay records at the time of layoff will be reinstated. Bargaining unit employees shall be recalled to their former classification before such classifications are filled from the outside in accordance with Article 21.00.

18.00 Layoff Benefits

The City of Saginaw shall remain a subject employer under the Michigan Employment Security Commission rules and regulations unless otherwise negotiated with the Union or unless otherwise required by statute.

19.00 Job Posting

Posting of jobs: All job openings shall be posted on each Union division bulletin board as provided in Section 50.00 at least fourteen (14) calendar days in advance of the last date for filing application.

20.00 Emergency Vacancies

If a vacancy is of an emergency nature, supervision may designate emergency substitutes until an eligible list can be established or for a period not to exceed 90 days, whichever is less. It is the intent of the employer to establish the appropriate eligible list without unreasonable delay. Emergency substitutes from the bargaining unit shall be paid the classification rate of pay or their previous rate of pay, whichever is more.

21.00 Procedures For Filling Vacancies

It shall be the sole and exclusive right of the City to determine when a vacancy exists and if such vacancy shall be filled.

Vacancies - Register Priority

Vacancies will be filled from appropriate register in accordance with the following priority:

21.10 Recall - Pursuant to Article 17.00.

21.20 Voluntary Demotion - If an employee desires to take a voluntary demotion within his/her bargaining unit, he/she may do so provided a vacancy exists, provided they possess the qualifications required for the classification as determined by the Personnel Administrator, provided they have satisfactorily completed their probation period, and provided that he/she requests to be placed on the voluntary demotion register prior to the vacancy being posted by the employer and further provided that the demotion is approved by the department head in which the vacancy exists. The receiving department head shall not arbitrarily reject an applicant for demotion.

- a. When an employee is demoted to a position in a classification which is allocated to a lower salary range than the range for the employee's present classification, they shall be paid as follows:

They shall be allocated two steps lower in their present range and will be given that rate of pay in the lower classification pay range or in the event that the allocated rate of pay is not within the lower classification pay range, they shall be allocated the maximum step of the lower classification pay range.

- b. Voluntary Demotion is subject to the provisions of seniority as follows:

In the event of a job opening the senior employee shall be given first consideration for demotion. Seniority shall apply in the following manner: (1) within bargaining unit, (2) within department, (3) within division, and (4) within classification.

- c. Any employee filling a vacancy of a nonpromotional nature shall be on probation in that position for ninety (90) days. If retained for the full ninety (90) days, he/she shall receive regular full time status in the position except that he/she may be displaced by more senior employees in accordance with Article 17 or, if unable to qualify, he/she shall be returned to a position equivalent to his/her former classification without prejudice and at the rate of pay for such position.

#### 21.30 Transfer Register

- a. Employees may request a transfer to fill a vacancy of a nonpromotional nature within the classification and within the bargaining unit provided they possess the qualifications required for the classification as determined by the Personnel Administrator, provided they have satisfactorily completed their probation period, and further provided that the transfer is approved by the department head in which the vacancy exists. Names placed on the Transfer Register will be valid for six (6) months. The receiving department head shall not arbitrarily reject an applicant for transfer.
- b. Transfer is subject to the provisions of seniority as follows: In the event of a job opening, the senior employee shall be given first consideration for transfer. Seniority shall apply in the following manner: (1) within bargaining unit, (2) within department, (3) within the division, and (4) within classification.
- c. An employee shall be paid, upon being transferred, the same rate as in his/her prior position and his/her salary progress shall not be affected by the transfer.

- d. Any employee filling a vacancy of a nonpromotional nature shall be on probation in that position for ninety (90) days. If retained for the full ninety (90) days, he/she shall receive regular full time status in the position except that he/she may be displaced by more senior employees in accordance with Article 17 or, if unable to qualify, he/she shall be returned to a position equivalent to his/her former classification without prejudice and at the rate of pay for such position.

#### 21.40 Removal from Registers

The name of any persons appearing on a register may be removed by the Personnel Administrator if the Registrant requests in writing that his/her name be removed, or if he/she cannot be located by postal authorities or other means of ordinary communication within five (5) calendar days following the date of notification. The registrant's name may also be removed if he/she has been certified for appointment three (3) separate times and has not been appointed, or if he/she has waived appointment twice in the same class of position. His/her name may also be removed if he/she fails to respond to any request for interview.

#### 22.00 Promotion Register

- a. Vacancies which cannot be filled from the recall register, voluntary demotion register or transfer register shall be advertised first to current unit members and former members on the recall lists. This in-house posting shall be for a period of fourteen (14) calendar days. If there are three (3) qualified in-house applicants, the vacancy will be filled without advertising to the general public. If there are fewer than three (3) in-house applicants, management may fill the vacancy without contractual restrictions.
- b. Posting of Jobs. All job openings shall be posted on each union division bulletin board as provided in Section 50.00 at least fourteen (14) calendar days in advance of the last day for filing applications.
- c. Any bargaining unit employee who wishes to apply for a job opening as set forth in b above shall submit their name and application to the Personnel Division within the specified time period.
- d. In all cases of promotions of the employee from one classification to another, the following factors shall be considered: knowledge, physical ability, skill, attendance record and length of service. The names certified to the department head shall be of those employees with a composite score of seventy (70) percent or better.
- e. The probationary period for an employee receiving a promotion shall be four (4) months. If an employee is unable to qualify, he/she shall be returned to their former position without prejudice and at the rate of pay for such position.

Employees must have completed their probationary period in their current position prior to applying for a promotion.

An employee may refuse promotion without bias or loss of seniority.

All employees shall be given equal opportunity to train for promotion when such opportunities are offered without loss of pay.

When an employee is promoted to a position in a class which is allocated to a higher pay range, he/she will normally receive either the minimum rate of pay for the higher classification or a one-step advancement in pay above the step he/she is receiving, whichever rate of pay is the higher level. Assignment to a higher step within a pay range may be made upon approval of the City Manager. In no cases of promotion to a classification allocated to a higher pay range shall an employee receive less than a one-step increase in pay.

- f. In the event that the City desires to fill a new vacancy in a classification that has been filled within the past six (6) months, then the City may select from the pool of applicants on this eligibility list.
- g. Whenever a new position is established or an existing position is reclassified to a higher pay rate and the requirements of such position as to duties, training, skill, responsibility, effort, and surroundings have been altered to the extent that it warrants a higher classification, the Personnel Administrator shall determine whether the incumbent should be given status in such higher classification without posting or whether the job shall be posted as a vacancy. Any employee dissatisfied with the classification description, wage rate, range so established and changed and/or the Personnel Administrator's decision as to the method of filling the position, shall follow the usual grievance procedure as established by this Agreement.
- h. All new positions within the bargaining unit shall be reported to the Union and added to Appendix A of the contract in the form of a supplement within ninety (90) days.
- i. All procedures in this agreement shall be followed for filling vacancies except when the City's Affirmative Action program indicates underutilization of members of protected classes. In such cases the City shall select the member of the protected class provided they have a composite score of seventy (70%) or better. This temporary program shall continue until the bargaining unit work force reaches parity with the City's minority population.

If underutilization does not exist, the certified candidate with the most bargaining unit seniority shall be appointed by the department head.

Definition of minorities and protected classes will appear as an appendix.

### 23.00 Reallocations and Reclassifications

When a position is reallocated or reclassified to a higher pay range, the incumbent shall normally be advanced to the minimum rate of pay for the higher range or receive a one-step advancement above the step he/she is currently receiving, whichever is greater. Assignment to a higher step within the pay range may be made upon approval of the City Manager.

In those cases where a classification is allocated to a lower pay range, the incumbents in the classification shall retain the same rate of pay as they are presently receiving, provided such rate of pay does not exceed the maximum step of the pay range to which the classification has been reallocated. When the incumbent is receiving a salary above the maximum pay step of the pay range, then his/her salary shall be frozen at the present rate of pay.

Reallocation and reclassification of positions may result in a change in the normal eligible dates for automatic or merit increases. The Personnel Administrator will determine when an employee's normal eligible date for automatic or merit increases shall be changed because of reallocation or reclassification.

### 24.00 Work Hours and Premium Pay Rates

- 24.10 The normal workweek shall be forty (40) hours Monday through Friday. Saturday and Sunday may be scheduled only to provide service which cannot reasonably be provided on Monday through Friday. In the event it shall become necessary to alter an existing weekly work schedule to require Saturday and Sunday work as a part of the regular workweek in order to provide a public service which cannot reasonably be performed on the currently established schedule, the City will notify the Union at least seven (7) days in advance of the proposed change and the Union shall have the right to be aggrieved.
- 24.11 For the purpose of computing premium pay, a regularly scheduled work shift shall consist of eight (8) hours. Unpaid lunch time is excluded from the computation of premium time.
- 24.12 Payment for a full shift shall be a sum equivalent to eight (8) times the regular hourly rate including longevity, but excluding all other premiums.
- 24.13 There shall be five steps of premium payments:
- A. Shift Premium
  - B. Overtime: General
  - C. Overtime: Saturday
  - D. Overtime: Sunday
  - E. Overtime: Holidays



24.14 Hours of work for Civic Center engineers shall be scheduled by the City to meet the needs of the Civic Center operation. Such scheduled work is subject to change when the City determines such action is necessary.

24.20 Shift Premium

24.21 Five percent (5%) per hour premium pay shall be paid to those employees whose work period begins during the hours between 1:00 p.m. and 8:59 p.m.

24.22 Seven percent (7%) per hour premium pay shall be paid to those employees whose work period begins during the hours between 9:00 p.m. and the following 4:59 a.m.

24.30 Overtime: General

24.31 Where it is necessary for overtime work to be performed, department heads may specifically authorize such overtime work, but every effort should be made to reduce such overtime to an absolute minimum. Employees will be compensated at the rate of time and one half their regular rate for all hours worked over forty in a workweek.

24.32 The City shall provide at least twelve (12) hours notice prior to the start of the employee's reassigned shift which will then be considered the employee's new regularly scheduled shift.

24.33 In the case where an employee is provided proper notice of his/her new regularly scheduled shift (12 hours) but there exists less than 12 hours between the end of the prior regularly scheduled shift and the beginning of the new regularly scheduled shift, the employee will be compensated at the rate of time and one-half for all the hours worked on the first daily shift of his/her new regularly scheduled shift.

24.34 The employer shall not force or require an employee to work more than 16 hours in any 24-hour period beginning with his/her start of work.

24.35 Compensatory Time

Employees may elect to receive compensatory time off in lieu of overtime pay as provided in Section 24.00. Such compensatory time off work shall be in accordance with the applicable overtime rate. Employees may accumulate a maximum of forty (40) hours of compensatory time.

24.40 Overtime: Saturday

24.41 Employees will be compensated at the rate of time and one-half their regular rate for all hours worked on Saturday except in those cases where the hours worked on Saturday

are a part of the employee's regularly scheduled shift or workweek or if the employee has worked less than forty hours during the week as a result of having been on an unpaid absence. Unpaid absences of the Union officers, bargaining committee and grievance committee for the purpose of conducting Union business shall be counted as time worked for the purpose of computing overtime.

24.50 Overtime: Sunday

24.51 Employees will be compensated at the rate of two times their regular rate for work performed on a Sunday except in those cases where the hours worked on a Sunday are a part of the employee's regularly scheduled shift or workweek or if the employee has worked less than forty hours during the week as a result of having been on an unpaid absence. Unpaid absences of the Union officer, bargaining committee and grievance committee for the purpose of conducting Union business shall be counted as time worked for the purpose of computing overtime.

24.60 Overtime: Holidays

- 24.61 In addition to 8 hours holiday pay, employees who work on a legal holiday shall be paid two times their regular hourly rate for all hours worked. It is understood that the actual day named in Article 37.20 is the day for which the double time premium is paid.
- 24.62 In the event an employee works on a Friday preceding a legal holiday falling on a Saturday or works on a Monday following a legal holiday falling on a Sunday, he/she shall receive, in addition to 8 hours holiday pay, pay at the rate of time and one-half his/her regular hourly rate for all hours worked.
- 24.63 Employees who work both the legal holiday falling on a Saturday and the Friday preceding the legal holiday falling on a Saturday, or work the legal holiday falling on a Sunday and the Monday following the legal holiday falling on a Sunday shall receive double time for the holiday and straight time for the hours worked on Friday or Monday in addition to 8 hours pay for the legal holiday itself.
- 24.64 Each Civic Center engineer shall be paid eight (8) hours holiday pay for holidays set forth in 37.20 which they do not work or they shall be compensated with a paid day off in lieu of the eight (8) hours pay. Civic Center engineers shall be paid two (2) times their regular hourly rate for all hours worked on holidays set forth in Section 37.20 in addition to the eight (8) hours holiday pay.

24.70 Equalization of Overtime

- 24.71 It is the intent that the opportunity for all employees within sections and classifications to work overtime will be equalized to the fullest extent possible.
- 24.72 Regular employees who desire overtime work shall be given first opportunity to do so before probationary and temporary employees in the same classification. Probationary and temporary employees will be permitted to finish a job begun during their regular work shift without first offering such overtime work to regular employees provided such overtime does not exceed three hours.
- 24.73 Employees shall be credited but not paid for overtime opportunity if employer has taken reasonable steps to notify the employee of the overtime. This credit shall be used only for the purpose of computing equalization of overtime.

Employees shall not be called or charged for overtime work on any day following a day the employee was absent from work. Employees absent on Friday shall not be called or charged for overtime work until after they have returned to work. Such absent employees may be called for overtime where other bargaining unit employees are unavailable or where necessary.

24.80 Reporting for Overtime and Emergency Work

- 24.81 In the event the employer must schedule work outside of the regularly scheduled shifts or workweeks, the employee shall report for such work when notified by the employer unless excused for good cause. Such work shall be scheduled in accordance with Section 24.34 and 24.70.
- 24.82 An employee shall give at least twenty-four (24) hours notice that he/she does not desire to work his/her non-emergency scheduled overtime and he/she shall be scheduled off provided another qualified employee at the same classification is available to provide such work. The employee notice requirement provided herein shall be waived in the event the employer gives less than twenty-four (24) hours notice of non-emergency scheduled overtime.

24.90 Pyramiding of Premium Payments

- 24.91 The payment of overtime for any hour excludes that hour from consideration of premium payment on any other basis except longevity premiums.

25.00 Meal Periods

- 25.10 An employee shall be entitled to an unpaid meal period of not less than 30 nor more than 60 minutes as determined by

department policy. The meal period shall be scheduled as near as practicable after completion of approximately one-half of his/her scheduled shift.

25.11 Employees who work during their scheduled meal period shall have an unpaid meal period scheduled later. Employees shall not be required to work for more than six (6) hours without a meal period.

25.20 Employees who are required to work continuously beyond their regularly scheduled work shift shall be entitled to a twenty minute paid lunch period in which to obtain and eat his/her meal if such overtime shall cause him/her to work more than two hours past the end of his/her regularly scheduled work shift, provided said employee is to be required to work beyond such meal break.

25.30 Employees called out for overtime work shall be entitled to 1/2 hour unpaid lunch period in which to obtain and eat his/her meal upon completion of each four hours of continuous work provided said employee is to be required to work beyond his/her lunch break. This provision shall not apply to scheduled overtime work.

#### 26.00 Meal Periods During Emergency Work

26.10 Emergency work is defined as a critical situation, requiring the services of a crew, or work group, at a specific location outside of regular work hours.

26.20 The general conditions and methods used to arrange for a lunch break during emergency work shall be at the reasonable discretion of the person in charge. Location, weather, time of day, urgency of work and size of crew are all variables in this type of work. In general, the following will be used as guidelines:

26.21 Six hours shall be a maximum length of time required to work without eating.

26.22 Arrangements may be made by the supervisor to purchase food and eat on the job site. In which case, the employer will bear the expense of the meal.

26.23 The crew may leave the job site and will be allowed meal time as provided for in paragraph 25 to obtain food. In this case, the employee will bear the expense of the meal.

#### 27.00 Lunch Hour Procedures

27.10 The unpaid lunch period is the employees' own time to be used at their discretion. Provided, however, that employees are required to be present for work as scheduled. The employer

reserves the right to designate the site of a meal period to minimize paid travel time where applicable under Article 27.20.

27.20 The unpaid lunch period shall be not less than 30 nor more than 60 minutes as provided under Article 25.10 including wash up time and travel time. However, employees who through the nature of their work need to clean up before eating will be granted such paid time, not to exceed five minutes for cleanup. Employees who are assigned to work at a location other than their shift reporting location will be allowed the paid time necessary to travel to and from said shift reporting location for their lunch period. Any deviation from the regular scheduled lunch period must be approved by appropriate supervisory personnel.

28.00 Rest Periods

28.10 Employees shall be accorded 2 rest periods of 15 minutes each on their scheduled shift, one prior to their lunch period and one following. Scheduling and location of breaks shall be governed by departmental regulations.

29.00 Clean-Up Time

29.10 Employees, who through the nature of their work need to clean up at the end of their work shift, will be entitled to a reasonable amount of paid clean-up time not to exceed seven minutes.

30.00 Reporting Time

Any employee scheduled to come to work without having been properly notified that there will be no work shall receive a minimum of two (2) hours work or two (2) hours pay at the regular hourly rate. This guarantee is not applicable when public facilities are closed due to weather and such closure is reported in local public media prior to employees leaving for work. Employees may use earned vacation time for such days.

31.00 Call-In Pay

When an employee, except Civic Center engineers, reports for work when called in outside of his/her scheduled shift, he/she shall be paid one (1) hour at time and one-half plus time worked at applicable rate. A two (2) hour minimum call-in period shall be provided unless the employee wishes to leave the job earlier.

31.10 Emergency Stand-By

If employees, except Civic Center engineers, are required to do stand-by duty they shall be paid a minimum of four (4) hours pay at their normal hourly rate for each 24-hour day they are on stand-by duty. Stand-by is defined as any time the employee is expected to maintain telephone or radio contact with the employer. Employees on stand-by may be called to report for work if needed.

32.00 Vacations

32.10 The vacation schedule is as follows:

<u>Time in Service</u>	<u>Days Per Year</u>	<u>Days Per Month</u>	<u>Hours Per Month</u>
Less than 5 years	12	1	8
Over 5 years, less than 10	17	1.42	11.36
Over 10 years, less than 15	19	1.58	12.64
Over 15 years, less than 20	<u>22</u>	<u>1.83</u>	<u>14.64</u>
<u>Over 20</u>	<u>23</u>	<u>1.92</u>	<u>15.33</u>

32.20 Vacation time will be computed from the employee's last date of hire.

32.30 Vacation leave with pay will not be granted to any employee who has not satisfactorily completed at least six months continuous employment. Vacation leave with pay will not be granted before vacation time has been earned.

32.40 Maximum vacation accumulation will be limited to the amount which an employee earns in two years.

32.50 Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

32.60 The employer shall have the right to establish and adjust annual leave schedules indicating the number and classification of personnel who shall be permitted to be on annual leave during any given period of time. If, as a result of an uncontrollable situation, it is necessary to adjust an employee's approved vacation with less than two weeks notice, the employee shall have the option of receiving pay in lieu of such adjusted vacation or having his/her adjusted vacation rescheduled.

32.70 Request for Leave

Requests for annual leave must be made in writing and signed by the applicant. The form will then be submitted to the applicant's immediate supervisor for endorsement and forwarded to the department or division head for final approval or disapproval. The applicant will be notified of the disposition of his/her request as soon as possible in order that rescheduling, if necessary, may be arranged. Requests for vacation shall not be arbitrarily denied.

32.71 In the event an employee accumulates the maximum amount of vacation leave allowable and is not permitted to take a paid vacation, such employee shall be entitled to carry the excess allowable vacation leave for a period not to exceed two months. When management determines that working conditions do not permit use within the allowable two-month period the employee may carry the excess allowable vacation leave for up to two months following notification that working conditions permit or the employee may elect to receive cash in lieu of such vacation time off.

32.72 Employees shall be responsible for keeping their accumulated vacation within allowable limits.

32.80 Submission in Advance

Leave requests for periods of one or more weeks must be submitted not less than one full week in advance of the start of the leave period. Leave requests for periods of less than one week must be submitted not less than one full working day in advance of the start of the leave period. Earlier submission in either case is strongly recommended. The requirements of this section shall be modified or waived by the department or division head in unusual situations where employees cannot be aware of the need for leave one week or one full working day in advance as normally required.

32.90 Priority

32.91 It is recognized that a certain number of employees in each classification must remain on duty at all times in order to provide the normal services of the department or division. It is also recognized that several leave requests covering the same leave period may be submitted.

- (A) The employer shall post vacation request lists in each divisional section during the month of April and again in October of each year. During the months of April and October, employees may schedule their vacation for the following six (6) month period. In the event two (2) or more applicants request the same vacation leave, length of service in the bargaining unit shall govern. At the end of each vacation scheduling month, an employee who has scheduled his/her vacation will not be bumped by a more senior employee. Within ten (10) working days of the close of the April and October vacation request period, the employer shall notify the employee of the approval or denial of his/her request. Such notification does not constitute a waiver of the employer's right to adjust annual leave schedules as provided in Article 32.60 nor does it waive the requirement of the employee to obtain a signed approved annual leave request form prior to their leave. Vacation requests for the ten (10) working day period following the close of the vacation scheduling period shall be approved or denied as soon as possible.
- (B) Employees may schedule vacations after the vacation scheduling months. In establishing a priority between two or more applicants for the same period, length of service in the bargaining unit shall govern. Employee vacations scheduled at times other than during the vacation scheduling months may be bumped by more senior employees provided such vacation is scheduled less than two weeks in advance.
- 32.92 Any employee who leaves the employment of the City, except probationary employees, shall be entitled to take his/her prorated, accumulated vacation pay at the rate of pay received by said employee at the time of his/her leaving. Accrued vacation leave will be transferable when an employee transfers between departments within the City service.
- 32.93 In accumulating vacation credit, sick leaves taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee, shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked, except that employees receiving duty disability pensions shall not accrue vacation.
- 32.94 Vacation leaves may be taken in increments of one (1) hour subject to request for leave provisions.



### 33.00 Funeral Leave

In the case of death in the employee's immediate family, a full time regular employee shall be granted leave of absence with pay for the workdays falling within the period between the time of the death and the day of the funeral, not to exceed three (3) days. "Immediate family" is defined as employee's spouse, child, brother, sister, parent, parent-in-law, grandparents, grandchildren, step parent-in-law, step parent, step-child, step-brother, step-sister or a relative residing in the same household. One (1) day shall be granted for the employee's or spouse's brother-in-law, sister-in-law, or employee's grandparents-in-law, uncle, or aunt; such one-day funeral leave shall be granted to attend the funeral if such funeral falls on a day the employee would otherwise be working.

Vacation time may be taken to attend the funeral of relatives not listed in this article or when distances require more time subject to Article 32.80.

### 34.00 Sick Leave

All employees who have completed the probationary period shall be entitled to accumulate 12 days paid sick leave annually. Accruals and accumulations shall be computed as of the date of employment, provided however that probationary new hire employees who are made permanent shall have deducted from their accumulation sick leave days taken and approved by management, if any.

34.10 Sick leave shall accrue at the rate of one (1) day per month.

34.20 All employees shall have the right to accumulate 200, unused sick leave days.

34.30 Sick leave may be taken for an illness an employee may contract or a non-work related injury or any exposure to contagious disease he/she may experience in which the health of others would be endangered by his/her attendance at duty.

34.40 Up to four (4) hours shall be considered sick time for doctor's appointments unless approved for a greater length of time and with 24 hours prior notice. Proof of such visit will be required by the department.

Employees shall notify their supervisor of doctor's appointments upon becoming aware of such appointments.

34.50 Under exceptional circumstances, approved sick leave may also be granted when the employee's spouse or child is very seriously ill and requires care or presence of the employee.

34.60 When an employee has been absent for five (5) consecutive working days because of illness or non-work related injury, before returning to work he/she will be required to report to the City Clinic or City-designated facility where a report of

the illness and authorization of the employee's return to work will be made. Supervisors shall not allow any employee to return without proper authorization from the City Clinic or City-designated facility. No employee shall suffer a wage or sick leave accumulation loss as a result of the City Clinic or City-designated facility not having proper personnel to authorize the employee's return to work. Provided, however, the employer may require the employee to submit to an examination by a licensed physician of its own choosing prior to authorizing the employee's return to work when the City Clinic or City-designated facility does not have proper personnel, such examinations to be paid for by the employer. Employees who are required to present a return to work authorization shall present it to their supervisor on the date of issuance by the Clinic or City-designated facility provided such authorization is obtained before the end of the employee's normal shift.

34.70 When an employee is not able to report for work because of illness or injury, he/she shall daily, unless it is known the absence will continue for at least five (5) working days, report the fact, or cause it to be reported to his/her supervisor, division office, or other designated person by telephone or other means prior to the scheduled shift. Unless this requirement is fulfilled, no sick leave will be approved except in unusual circumstances and then only after approval by the City Manager. The City Manager's decision shall be final.

34.80 Employees who exceed five (5) incidents of absenteeism from July 1 through June 30 of any year during the life of this agreement, will be required to:

- A) Furnish the employer with a Certificate of Inability to Work by Reason of Illness or Injury from a licensed Doctor of Medicine or Osteopathy or such certificate, examination by the City Clinic or City-designated facility or other physician designated by the City Manager or his/her designated representative, or such other evidence of illness or injury and inability to work as the City Manager or his/her designated representative may deem necessary will be required as evidence of the illness or injury before compensation for the period of illness or injury is allowed. Payment for the Certificate is the responsibility of the employee; the cost of any additional evidence will be borne by the employer.
- B) Personally report his/her illness, unless physically unable and such inability is documented in the Certificate.
- C) Report their whereabouts to their supervisor or designated representative if they are not going to be home during their work hours. Home refers to the residence on file with the City Personnel Division.

- 34.81 Failure to comply with the three items above will result in the employee waiving sick leave payment and shall be recorded as an unpaid, unapproved absence.
- 34.82 The requirement that the employee report his/her location is not applicable after the absence exceeds five (5) working days.
- 34.83 An incident is any absence on approved sick leave, any absence for medical or dental appointments of more than  $\frac{1}{2}$  day and any unpaid absence not approved prior to a scheduled workday.

Consecutive days of absence constitute one incident.

- 34.90 When an employee becomes ill while at work and does not feel able to complete his/her workday, he/she shall report the fact (including a description of his/her illness) to his/her immediate supervisor. The supervisor may require the employee to stop at the City Clinic before proceeding home. If the illness continues into the next working day, a normal absence report is required as noted in paragraph 34.70.
- 34.91 When an absence due to illness or injury continues for a period in excess of one week, the employee or a member of his/her family shall report at weekly intervals, giving the employee's condition, progress, probable date of return and the name of the attending physician.
- 34.92 An employee who is taken ill while absent on authorized annual leave may report the circumstances by phone, wire, or certified mail and, upon presenting a doctor's certificate, shall be allowed to charge to sick leave the time lost by reason of illness or injury while on vacation.
- 34.93 Charges against accrued sick leave will be made for time lost on account of illness or contagious disease or non-work related injury for which the employee would have received pay and during which normally he/she would be required to work.
- 34.94 Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent upon the employee's previous sick leave record and must be approved by the employees department head, the Personnel Director, and the City Manager.
- 34.95 Sick leave usage shall be on the basis of hours - in full hour increments effective with implementation of the payroll/personnel system.

34.96 Bonus Program - One half (1/2) day quarterly for perfect quarterly attendance plus one (1) extra day for perfect yearly attendance - taken only in Vacation or Sick Leave.

35.00 Sick Leave Upon Termination

Payment of one-half the unused sick leave earned at death or upon date of retirement shall be paid by the City up to the maximum of 90 days, then 95 days by July 1, 1989, and 100 days by July 1, 1990.

Retirement means that age and condition upon which a person actually draws MERS pension benefits and does not include deferred pension as constituting retirement for this benefit.

36.00 Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that day, and the daily jury duty fee paid by the courts, (not including traveling allowances or reimbursement of expenses), for each day on which he/she reports for, or performs jury duty, and on which he/she otherwise would have been scheduled to work for the employer. Employees who have reported for jury duty and who are assigned to work an afternoon or night shift, shall not have to report for work until six hours have elapsed following their release from jury duty that day and shall receive the difference between the amount of wages the employee otherwise would have earned by working and their jury duty pay. Such employees who report for their afternoon or night shift shall work until the end of their regularly scheduled shift.

37.00 Holidays

37.10 Eligibility for payment of: All full-time employees shall be eligible to receive holiday pay under the following regulations:

37.11 To be eligible for a paid holiday the employee must have worked his/her entire last preceding regular scheduled workday before the holiday and have worked his/her first succeeding regular scheduled workday after the holiday, or be on an approved, paid leave of absence if absent on either of said days. For portions of the days missed, the division or department head shall make exceptions for just cause. Unpaid leaves for the purpose of conducting Union business shall count as time worked for the purpose of computing eligibility for holiday pay.

37.20 Holidays

All employees shall receive the following holidays as paid holidays:

New Year's Day  
3rd Monday in January (Dr. Martin Luther  
King's Birthday)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

In addition, each employee will receive his/her birthday as a paid holiday. Employees shall receive 8 hours as a paid holiday either Christmas Eve or New Year's Eve, except when these days are already being observed as a holiday in lieu of the Saturday or Sunday holiday provision. (When a holiday falls on Sunday, the following day shall be considered a holiday. When a holiday falls on a Saturday, the preceding day shall be considered a holiday.)

38.00 Injury Time

Each full-time employee who is unable to work as a result of an injury arising out of and in the course of his/her employment shall receive full pay for a period not to exceed 4 weeks following date of injury and 75% of regular pay for any such time lost in the subsequent 48 weeks, provided that a committee composed of the City Manager, City Attorney and Health Officer may grant an additional 25% in individual cases upon a showing of merit during the 48-week period; and provided further that the committee determination shall be reviewed at least once in each 4-week period. Payment shall be made as follows:

Such an employee shall be paid an amount which together with the weekly workmen's compensation benefits to which he/she may be entitled shall equal in the case of a salaried employee his/her regular biweekly salary rate at the time of the injury. Further payments shall then be made as required under the provisions of the Workmen's Compensation Act (Act 10 of Public Acts of 1912. First Extra Session, as amended). Provided that no employee, on or after the commencement date of any pension to which said employee may be entitled by reason of employment by the City of Saginaw, shall be entitled to further benefit as provided herein.

When an employee has been unable to work, as hereinbefore provided, for such time as to be entitled to Workmen's Compensation benefits for the first week of disability, said employee shall refund to the City an amount equal to the amount of Workmen's Compensation benefits payable for said first week of disability. It is intended hereby that

no employee shall receive more than his/her regular biweekly salary or weekly wage by reason of the provisions of this section.

Sick leave and annual leave shall accrue while the employee continues to receive injury time benefits or the sick leave benefits described below. Sick leave and annual leave shall cease to accrue while an employee is receiving Workmen's Compensation only. An employee who becomes disabled and continues to be disabled more than 1 year after the date of a work related injury may use accumulated sick leave to supplement Workmen's Compensation benefits. In such cases sick leave is to be used as follows:

One-half day of sick leave for each workday the employee is absent.

In order to receive injury leave benefits, the employee must contact the Health Clinic for an appointment.

Irrespective of any other provision of this section, in the event an employee receives or becomes entitled to receive payments under this section, the City shall be subrogated to all the employee's rights of recovery against any person or organization to the extent of benefits which the City pays or becomes liable to pay. This right of subrogation shall be in addition to any rights the City may have under the provisions of the Michigan Workmen's Compensation Act.

#### 38.10 Physical Inability to Work

Any employee who has been incapacitated at his/her regular work by on-the-job injury or compensable occupational disease while employed by the City, shall bump in accordance with Article 17.00.

In the event such employee's previous rate of pay is greater than the rate set forth for the position to which he/she is transferred, the employee will continue to receive his/her former rate of pay and all cost of living and longevity increases and shall not receive any annual increases or step increases until such time as his/her former wage rate is equal to or less than the classification wage rate for the job to which he/she is transferred. In the event such employee is transferred to a classification with a higher rate of pay, such employee shall be paid in accordance with the contract.

#### 39.00 Unpaid Leaves of Absence

39.10 Written leaves of absence without pay for an extended period may, in the discretion of the City Manager, be granted for a period not to exceed one year. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.

39.20 Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

- 39.30 Employees medically determined to be unable to perform their duties shall utilize accumulated payable leaves. An employee who has no accumulated payable leave and needs time off of more than five (5) days shall file a written request for an unpaid leave with the appropriate City representative. Such leave shall be subject to approval by the Employer. Employees who are absent without complying with the terms of this provision may be disciplined by the Employer.

The City reserves the right to utilize the City Physician or a doctor of its choice to evaluate employees. The employee may present evidence from a doctor of his/her choice.

If an unpaid leave is granted and the employee returns to work in compliance therewith, the employee shall be entitled to his/her former job if it exists subject to the terms of Article 17. Employees shall only be entitled to a maximum unpaid leave of absence of 12 months. Upon expiration of this leave, the employee shall return to work or his/her work with the City shall be terminated.

- 39.40 No leave shall be granted to an employee for the purpose of seeking or obtaining employment elsewhere.

- 39.50 Leaves of absence without pay for periods not to exceed five (5) days may be granted by the department head.

- 39.60 "D" leave shall mean any approved unpaid leave of absence unless otherwise specified.

"W" leave shall mean any unapproved unpaid leave of absence unless otherwise specified.

"U" leave shall be unpaid leave of absence for the purpose of conducting Union business.

#### 40.00 Military Leave

- 40.10 Any full-time City employee who enters active duty with the armed forces of the United States (including the Women's Auxiliaries thereof) by reason of an enlistment or induction shall be granted a leave of absence without pay for the period of service or duty required.

- 40.20 Any employee granted such a leave of absence for "Military Duty," as defined in Act 263 of Public Acts of 1951, shall be reinstated to his/her position when he/she has been discharged or separated from service, providing:

- 40.21 He/She makes application for reinstatement within 90 days after he/she is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one year.

- 40.22 He/She is discharged under honorable conditions and he/she establishes this fact to the satisfaction of the employer.
- 40.23 He/she is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater seniority.
- 40.30 If the employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay or the nearest circumstances of his/her case.
- 40.40 If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.
- 40.50 If, for any reason, it is not feasible for such employee to be reinstated to his/her previous employment or if his/her previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the City for which the returning veteran is qualified, then he/she shall be appointed to that position. If it is found that no position is available to such returning veteran and he/she considers himself/herself aggrieved over this procedure, he/she may file a grievance in compliance with the grievance procedure.
- 40.60 Reserve Leaves  
Any full-time employee who is an obligated reservist and who must attend an "annual active duty for training" shall be compensated by the employer so as to suffer no wage loss from his/her regular pay for the ten (10) work days of pay he/she would have otherwise been entitled to had he/she been working. Reimbursement for wage loss shall be determined as follows:
- A. Determine the pay the employee would have received from the City for the ten (10) workday period absent.
  - B. Determine the military pay for the entire period of leave, not to exceed fourteen (14) calendar days. Military pay includes base pay but excludes all allowances and reimbursement for travel to and from the training site.

If "A" is greater than "B" the employee shall be reimbursed the difference between the two. If "B" is greater than "A", the employee receives no pay adjustment from the City. Leaves of absence for attendance at Reserve duty shall not exceed fourteen (14) calendar days. Employees may take vacation or leave of absence without pay in lieu of military leave for required attendance at the annual active



duty for training. Such leave shall be granted only upon advance notice of one (1) week to the employer.

#### 41.00 Disciplinary Procedures

##### 41.10 Types of Disciplinary Action:

It is recognized by both the City and the Union that all matters regarding disciplinary action must take into account not only the seriousness and number of offenses but the employee's past record of performance and the circumstances under which the offense was committed. Disciplinary action may take any one or more of the following forms:

- a. Warnings - This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violations of a minor nature. Such warnings will be given privately with only those persons involved present.
- b. Written Reprimand - This form of disciplinary action may be used for the same reasons as those stated for warnings. Normally written reprimands will be issued in those instances where a repetition of the violation will be considered serious.
- c. Demotions - This form of disciplinary action may be used when the employee does not give satisfactory service in the position he/she holds but gives evidence of ability to perform the work and responsibilities of a lower classification.
- d. Suspensions - A temporary separation, normally 30 days or less, for disciplinary purposes where the violation is serious in nature but not sufficiently grave for dismissal.
- e. Dismissals - A discharge or permanent separation for disciplinary purposes where the violation is of a serious nature.

##### 41.20 Types of Serious Violations

Violations of a serious nature shall include but not be limited to the following:

- a. Conviction of a felony or a misdemeanor involving moral turpitude.
- b. Reporting for work under the influence of alcohol or drugs.
- c. Offensiveness in conduct or language during work hours or toward the public, supervisor, or other employees.
- d. Falsification of personnel and/or work records.
- e. Failure to obey any proper directive made or given by a superior officer.
- f. Willful destruction or gross negligence in the use of City property.

- g. Use of political influence in attempting to secure a promotion, leave of absence, transfer or preferential work assignment.
- h. Acceptance of personal gifts or other valuables in connection with work performed on City time.
- i. Abuse of sick leave or injury leave.
- j. Use of alcohol or unlawful use of drugs during a work shift.
- k. Violation of safety regulations.

41.30 Disciplinary Records

Records of all disciplinary actions shall be maintained as follows:

Warnings shall be issued in writing and shall contain the date, brief description of the violation, and the signatures of the individual issuing the warning and the employee. All warnings issued shall remain in effect for a period of 24 months unless the employee receives more than one warning for the same violation, in which case all such reports shall remain in effect for a period of 24 months from the date of issue of the last warning.

All disciplinary actions, other than warnings, shall be issued in writing with copies going to the employee, Union and the Personnel Administrator. Letters of reprimand and suspension shall remain in effect for a period of 36 months unless the employee commits a similar offense, in which case all such similar actions shall remain in effect for a period of 36 months from the date of the last issuance. However, letters, demotions and suspensions shall be subject to review by the City upon request of the Union after a period of 12 months.

42.00 Life and Health Insurance

42.10 Life Insurance

The City will provide term life insurance to the next \$1,000 higher annual income with a double indemnity provision. For example, an employee earning \$7,100 will be insured for \$8,000 or \$16,000 in case of accidental death. This rate of coverage shall be adjusted each year on July 1.

42.11 Any employee who retires from the City shall receive \$3,000 in group term life insurance provided for by the City of Saginaw. The program shall be administered by the City. Effective July 1, 1989 this coverage shall be increased to \$4,000 and effective July 1, 1990 the coverage shall increase to \$5,000.

42.20 Health Insurance

The City will provide hospitalization and medical coverage equal to Blue Cross - Blue Shield MVF-1, with Prevent for all regular full-time employees and dependents. The City shall pay

the premium cost. This coverage shall include the following: 120 days of hospital coverage; \$3.00 deductible drug rider; SEMI XF MVF1 ML FAERC PPNVI MMC1 SD DC EF.

- 42.30 The City will provide Master Medical coverage equal to Blue Cross - Blue Shield Master Medical Option 1 for all regular full-time employees and dependents. The City shall pay the premium cost. As an option to the traditional Blue Cross - Blue Shield plan, employees shall be offered enrollment in either the Blue Preferred Plan (PPO) or Health Plus of Michigan.

It is understood that the employees and their families will be covered under one of these plans with the traditional cost being borne by the City. The standard monthly premium will be set as of January 1 of each calendar year. After this date each year, employees will contribute the balance over and above the amount of the traditional Blue Cross Plan if they choose either of these options.

Employees electing any one of these three (3) options will receive dental insurance equal to Michigan Delta Dental Plan C (50/50 Class I and Class II benefits).

- 42.31 For those employees currently enrolled in the Blue Care Network, the City will continue to pay the premium cost for Group Medical Coverage and Group Dental Plan C if such employees choose to continue such coverage.

Year One - City pays full cost

Year Two - 50/50 cost of the difference between BCN and Traditional BC (excess)

Year Three - Employee pays difference between traditional BC and BCN

- 42.32 Employees choosing to cancel their current City health insurance plan and be covered under their spouse's health insurance must:  
- Obtain proof of insurance through their spouse's policy with an effective date of coverage.  
- Set up an appointment with the Benefits Coordinator where proof of coverage under spouse's policy is presented and signing of City insurance cancellation is made.  
Should there be any problems with obtaining proof of insurance under the spouse's policy, the Personnel Office will provide a form letter which can be completed by the spouse's employer.

Employees may cancel their City health insurance at any time during the fiscal year, although such cancellation must take place by the 20th of any month in order for it to be effective the following month. Employees will be paid one half (1/2) of the traditional premium as set each January 1st. Payment of such premium will be prorated on a quarterly basis.

42.33 The City will provide a vision care plan equal to MECA Plan IV, Full Service Benefit Plan. The City shall pay the premium cost (copy of plan and rates attached), established the first year with budgeted composite rate of \$7.29 per person which includes administrative costs. In subsequent years, the employee will pick up any additional cost.

42.40 The City will provide the same level of benefits or its equivalent as provided for in the preceding sections for Municipal Employees' Retirement System retirees beginning at age 50 and their spouses, provided that the retiree is permanently retired or works not more than 1,039 hours per year. At age 65, this working restriction does not apply. Under no circumstances shall the City be required to pay health insurance premiums for retirees working more than 1,039 hours per year where their employer provides health coverage for such employment.

Statements attesting that the retiree has not worked more than 1,039 hours in a calendar year will be required of employees who retire after July 1, 1988 every three months to assure the Employer that the retiree is eligible for this City paid health care benefit. This benefit is granted for the express purpose of aiding retirees not working in excess of 1,039 hours per calendar year who have not reached their sixty-fifth (65th) birthday and, therefore, are not eligible for medicare coverage. The working restriction shall not apply to retired employees who have reached their sixty-fifth (65th) birthday.

42.50 Employees with less than 10 years of service shall receive paid hospitalization benefits, upon demonstration of need and qualification of disabling illness or injury requiring retirement from the City service, and not qualifying for Municipal Employees' Retirement System benefit coverage. Such hospitalization benefit payment shall be for one month for each year of service with a minimum of three (3) months paid coverage.

The City will assume the cost of employee's and dependent's hospitalization premiums if employee is on disability pension through Michigan Municipal Employees' Retirement System regardless of age of employee.

#### 43.00 Car Allowance

In the event that any employee of the City of Saginaw covered by this Agreement is required to furnish his/her own transportation during the course of carrying out his/her assignment for the Employer, compensation for the use of his/her own transportation shall be 15 cents per mile or that which is in effect through Administrative Regulations, whichever is greater.

#### 44.00 Protective Clothing and Safety Equipment

The Employer shall make proper provisions for the work-related safety and health of all employees. Employees are required to comply with safety regulations. The employer will furnish required non-prescription safety glasses, goggles, canvas gloves, rain clothing, rubber gloves, and boots to employees when essential. This equipment, if and when supplied, must be used by the employee. The City shall contribute \$10 per year toward the purchase of prescription safety glasses for employees required to wear same.

44.10 In the event the employer requires any employee to wear a special type safety footwear, the employer shall provide such footwear and shall be reimbursed by the employee for the amount in excess of \$10 of the purchase price. Such footwear becomes the property of the employee and shall be given normal care and protection.

44.11 The employer shall reimburse employees for up to \$35 for repairing or replacing prescription glasses when damage or loss is directly caused by and during the proper performance of job duties and where employee negligence is not the cause.

#### 45.00 Safety Meetings

There shall be safety meetings held with one (1) Union representative from each department and one (1) departmental representative from each department. The purpose of such meetings will be to discuss existing safety hazards and to make recommendations for improving such conditions. Notice will be given one week in advance of each meeting. The meetings will be held at City facilities and during normal work hours. The employer will reimburse all employees who suffer a loss of wages because of attendance at such meetings. Safety meetings shall be held upon mutual agreement of the parties, however, either party may unilaterally call for a safety meeting not more than once every 3 months.

45.10 In addition to the above-mentioned safety meetings on a City-wide level, there shall be safety meetings held in each division at least once every three months. The purpose of such meeting shall be to promote on-the-job safety.

45.11 A union Safety Coordinator may attend safety meetings without pay.

#### 46.00 Uniforms

46.10 The City shall provide uniforms for employees in traffic engineering, civic center, water treatment operations and others as required by the City, with the exception of clerical and professional employees. Bargaining unit members employed in the Parking Ramps will be provided with five long sleeve shirts, five short sleeve shirts and four pair of pants each year.

47.00 Tool Allowance

The City shall furnish tools it deems necessary to bargaining unit employees. City employees shall be responsible for assigned tools lost or damaged through negligence of the employee. If a bargaining unit employee is required by written notice to furnish, as a condition of continued employment, his/her own tools to perform his/her job, then the City shall pay up to \$75 per year for tools worn or broken on the job.

48.00 Wage Adjustments

48.10 Trainee Rate

Trainee positions may be established at a rate not less than 70 percent of the prescribed, established pay range for the position while the person is trained to meet the minimum qualifications required for the position, such rate to be approved by the department head, Personnel Administrator, and the City Manager. No person shall occupy a trainee position for more than 6 consecutive months.

48.20 Automatic and Merit Increases

Employees who are appointed at the minimum step of the pay range shall be granted pay increases in accordance with the schedule for the classification to which they are assigned in the following manner.

48.21 Step "A" is the entrance pay step. Employees will remain in this step for the first 6 months of employment.

48.22 Step "B" is the second step in the pay range. Employees are eligible for an automatic increase in pay to this step upon completion of 6 months of continuous employment. Upon recommendation of the department head, an employee may receive this increase while serving an extension of his/her probation period.

48.23 Step "C" is the third step in the pay range. Employees are eligible for an automatic increase in pay to this step upon completion of 12 months of continuous, full-time employment.

48.24 Step "D" is the fourth step in the pay range. Employees become eligible for consideration for an automatic increase to this step upon the completion of 24 months of continuous, full-time employment.

48.25 Step "E" is the fifth step in the pay range. Employees become eligible for consideration for a merit increase to this step upon the completion of 36 months of continuous, full-time employment.

48.26 Step "F" is the sixth step in the pay range. Employees become eligible for consideration for a merit increase to this step upon the completion of 48 months of continuous, full-time employment.

Merit increases are granted only upon the recommendation of the department head. Employees who become eligible for merit increases upon completion of the required length of employment shall be considered for merit increases but it is within the discretion of the department head to deny or postpone such increases for good cause.

48.30 Starting Above Minimum Step

In those instances when an employee is started above the minimum step for his/her classification, due to exceptional qualifications or other factors, then his/her progression through the pay steps will be the same as though he/she had started at the first step. For example, an employee starting at Step "B" in a five-step range would be eligible for pay increases after 6, 12 and 24 months; a person starting at Step "C" would be eligible for pay increases after 6 and 12 months of employment.

48.40 Effective Dates for Pay Changes

The effective date for pay changes relating to promotions, demotions, reclassifications, transfers, reallocations, longevity and other actions affecting a single individual will be on the beginning of the pay period in which the change became effective. Pay changes affecting the entire bargaining unit will be made effective on the same day for all employees.

48.50 Computation of Fractional Payments - Salaried Employees

48.51 Computation of Hourly Rate: Equivalent hourly rates of pay for salaried employees shall be computed by dividing the annual rate of pay for the position by the normal annual hours of work (2080 for a 40-hour week).

48.52 Upon initial employment, salaried employees who work part of a pay period shall be paid on an hourly basis for the number of hours worked in the pay period.

48.53 Any incomplete pay period after initial employment, the employee shall be paid for hours actually worked except that no deduction shall be made for authorized vacation, sick leave, or authorized absences while conducting City business or attending authorized conferences, training or licensing programs.

49.00 Pay Day

Employees working on their regular shifts on a pay day will be paid on the job in a manner that will not result in loss of time by the

employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the current practice.

49.10 All employees shall be paid biweekly.

50.00 Bulletin Boards

Bulletin boards shall be erected in all divisions for the use of the employees. Bulletin boards shall be used for posting notices of bona fide Union activities only. In no case shall commercial advertising, partisan political, obscene or scurrilous printed or written matter be placed on any bulletin board.

51.00 Cost of Living Program

The employer shall continue to provide a cost of living payment based upon a one cent per hour increase for each .4 point that the Consumer Price Index surpasses the base index of 211.8. Cost of living adjustments, upward or downward, are to be made effective the first full pay in September, December, March and June based upon the Bureau of Labor Statistics published Revised Urban Wage Earners and Clerical Workers Consumer Price Index (All Cities, All Items, 1967 equals 100) for the previous months of July, October, January and April respectively.

The accumulated cost of living adjustments shall be added to the base wage on July 1, 1980 and July 1, 1981.

51.10 Cost of Living Program

The City acknowledges that SEIU Local 466-M would prefer to continue the cost of living allowance program in future collective bargaining agreements. The Union acknowledges that the City would prefer to discontinue the COLA program altogether in future collective bargaining agreements. However, both parties understand that due to current fiscal exigencies facing the City and the economy generally, it is wise to forego pursuing their respective desires regarding COLA until a future date. Therefore, even though Article 51 of the current collective bargaining agreement will remain as text in the 88-91 contract the parties agree to discontinue any payment of COLA under the provisions of Article 51 from July 1, 1988 to June 30, 1991. During this time, no CPI points will accrue nor will any monetary payments be due or accrue and no retroactive liability whatsoever shall exist.

The issue of whether any COLA program would exist in collective bargaining agreements subsequent to June 30, 1991, is specifically not decided by this agreement. The parties reserve the right to argue for or against inclusion of any COLA program in future collective bargaining agreements without being prejudiced by the terms of this agreement. This "no-prejudice"



commitment extends to deliberations of any neutral third party (including but not limited to Mediators or Fact-Finders) reviewing the terms and impact of this agreement.

Furthermore, SEIU Local 466-M expressly preserves the right to propose any COLA program it deems appropriate for inclusion in the collective bargaining agreement after June 30, 1991. The City expressly reserves the right to propose a COLA program different from current Article 51 or no COLA whatsoever in collective bargaining agreements after June 30, 1991. If the parties cannot agree on the issue of COLA, they may avail themselves of any remedies which may then exist under State Law.

## 52.00 Pensions

Employees shall be covered by the Municipal Employees' Retirement System (Act 135 of 1945, as amended).

Employees shall receive the following additional benefits of the pension system:

- A. Military service credit: Pension credit for military service prior to employment with the City shall be granted upon meeting the provisions of the Act for such credit.
- B. C-2 benefit option, until January 1, 1991 when B-3 option begins.
- C. Effective August 1, 1987, or as soon as can be implemented, Benefit Program F-50 of the Municipal Employee's Retirement System statute for members of the bargaining unit who have 25 or more years of credited service.

Employees who have attained age 70 years shall be retired forthwith unless, upon a written application, approved by the department head, and a qualifying examination by the City physician or such other Medical Doctor as the City Manager shall direct, the employee's period of service is extended by the City Manager and it may not be extended for more than one year at any time nor beyond age 75 years.

## 53.00 Necessary Seven-Day Operations

- 53.10 Work Schedule: Crews in 24-hour continuous operations shall work in accordance with the five (5) man rotating work schedule illustrated herein. This schedule will be prepared for one full year and published each September. Schedules will show the names of the employees, days of the month, and shifts. Shifts will be indicated by the following code:

<u>Code</u>	<u>Hours of Work</u>
1st Shift	12 midnight to 8:00 a.m.
2nd Shift	8 a.m. to 4:00 p.m.
3rd Shift	4 p.m. to 12 midnight
2nd Shift relief	8 a.m. to 4:30 p.m.

The normal five (5) man rotating work schedule will average 40 hours per week and take five (5) weeks to cycle. With the week starting on Monday and ending on Sunday. Alterations of shifts and regular days off shall be as follows, per each shift employee:

	<u>Alternate Schedule</u>
7 days on 1st shift	7 days on 1st shift
2 days off	2 days off
5 days on 2nd relief shift	5 days on relief
4 days off	4 days off
7 days on 3rd shift	6 days on 2nd shift
2 days off	2 days off
6 days on 2nd shift	7 days on 3rd shift
2 days off	2 days off

The schedule may be adjusted, altered or temporarily substituted by the division head to meet the requirements of the operation and to provide for employee leaves of absence.

53.20 Meal Periods

All shift employees with the exception of the relief shift will eat their lunch at their operation work site. The relief shift follows the procedure as set forth in paragraph 27.

- 53.30 Each employee working the five (5) man rotating schedule shall be paid eight (8) hours holiday pay for holidays set forth in 37.20 which they do not work or they shall be compensated with a paid day off in lieu of the eight (8) hours pay.

Each employee working the five (5) man rotating schedule shall be paid two (2) times his/her regular hourly rate for all hours worked on holidays set forth in Section 37.20 in addition to the eight (8) hours holiday pay.

53.40 Overtime General

Time and one-half shall be paid for the first and third scheduled off day worked in a workweek and double time shall be paid for the second and fourth scheduled off day worked in a workweek, provided the employee has worked or been on authorized leave during all prior days in his/her workweek.

- 53.50 If such an employee received holiday pay for a particular day on which he/she does not work, that day will be counted as a day worked for the purpose of computing overtime.

53.60 Reporting for Overtime and Emergency Work

It is recognized that in those operations where continuous 24-hour service must be rendered to the public, the employee shall report for work outside of his/her regularly scheduled

shift when notified by the employer that such work exists unless excused for good cause.

53.70 Shift Differential

Employees at the Water Treatment Plant who are assigned to rotating shifts which include night shifts and evening shifts shall be paid an additional 7% for each night shift actually worked and an additional 5% for each afternoon shift actually worked. This differential pay is in recognition of the inconvenience caused by this type of schedule and is in lieu of other types of night premium pay.

53.80 Bonuses for Licenses

Employees of the Water Treatment Plant who earn and maintain any level of operator's license from the State of Michigan will receive a bonus each year according to the following table:

<u>If the highest level license the employee possess is:</u>	<u>The employee will receive:</u>
F-1	\$300/year
F-2	\$300/year
F-3	\$200/year
F-4	\$100/year

The bonus will be paid annually upon proof of licensure.

53.90 Licensing, Certification, Fees, and Renewals

The City shall reimburse any employee for licensing, certification, and renewal fees including the cost of seminars and/or other training sessions necessary to obtain or renew said licenses or certification.

54.00 Wages

54.01 \$500 Cash Bonus - August 1, 1988.

54.02 Base wage adjustments will be made as follows for all employees:

<u>2% Increase</u>	<u>- July 1, 1989</u>
<u>2% Increase</u>	<u>- July 1, 1990</u>

54.03 A new F step will be added to the pay plan effective July 1, 1982. This step is equal to the E rate in the next higher pay range. Normal eligibility for this merit step will be after 48 months of continuous, full-time employment.

54.04 The probationary rate for new employees will be established as a range. This beginning point of this range is two steps or pay ranges below the A step of the classification. For example, the probationary rate for the pay range of 19 may vary from the pay rate of a 17A to the rate for a 19A. Management reserves the right to hire within this range.

55.00 General Clauses

55.10 Effect of Legislation

If any law now existing or hereafter enacted or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion.

55.20 Waiver Clause

The parties agree that all negotiable items have been or could have been discussed during negotiations leading to this Agreement. Furthermore, the parties agree to waive required negotiations and reopening of negotiations on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this Agreement.

55.30 If at any time while this contract is in effect the residency requirement as a condition of employment by the City of Saginaw is waived, dismissed, or otherwise rendered unenforceable as a result of either a change in the law or as one of the conditions of contractual agreement between the City and any of its bargaining units, then the requirement shall be waived for the members of this Union.

55.40 Subject to the requirements of the City's Affirmative Action Plan, both the City and the Union agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, handicap, or sex. It is understood, whenever in this Agreement employees are referred to in the male gender, it shall be regarded as referring to both male and female employees.

55.50 Past Practice Clause

The parties agree that this Agreement incorporates their full and complete understanding and that prior oral agreements or practices inconsistent with this Agreement are superseded by the terms of this Agreement.

55.60 A deferred compensation program will be provided for those employees who wish to participate.

56.00 Sexual Harassment

Purpose: Sexual harassment by law is defined as "unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of employment, 2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's

work performance or creating a hostile or offensive working environment."

Policy: The City recognizes the provisions guaranteed to all individuals and reaffirms that sexual harassment is an unlawful employment practice under Title VII of the Civil Rights Act. Therefore, the City recognizes that it has an "affirmative duty" to maintain a work place free of sexual harassment and intimidation. The City also acknowledges that all employees have a legal right to work in an environment free from unsolicited and unwelcome sexual overtures.

Practice: Prevention is the best tool for the elimination of sexual harassment. The City will take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject at staff meetings, expressing strong disapproval by management of this practice, developing appropriate sanctions, informing employees of their rights under Title VII, and developing methods to sensitize all concerned.

#### 57.00 Terms of Agreement

This Agreement shall continue in full force and effect for the period from date of execution of this agreement to June 30, 1991, and thereafter until amended or terminated as provided herein. Either party hereto may, on or after March 1, 1991, serve a notice in writing upon the other party of its desire to amend or terminate this agreement effective June 30, 1991. In such event, the parties, and/or their representatives, shall commence negotiations immediately for a succeeding agreement.

#### 58.00 Certification Testing

It is recognized by the parties that certain qualifications must be met for an employee to be eligible for promotion. It is also recognized that several job classifications require the same basic skills. It is also recognized that testing employees each time they apply for a job is time consuming and costly. In an effort to improve efficiency, the following procedure may be used to determine certain qualifications of employees, in addition to testing at the time of filling a vacancy.

The employer may offer a "Certification Test" for certain skills that are required for various classifications. Once an employee passes a "Certification Test", he/she will be deemed to meet the skill level tested for future job openings. As an example, an employee passing a typing test of forty (40) words per minute would be certified at that level and not need to be tested for that skill for a minimum of two years. Or an employee who passes a test to operate a dump truck would be certified to operate that piece of equipment and not need to be tested on that equipment for a minimum of two years.

The test would be scored on a pass or fail basis. If an employee failed the test, he/she would still be eligible to take the test in

the future. The purpose of this procedure is to establish a pool of eligible employees to fill future vacancies without unreasonable delay.

59.00 Political Check-Off

The City hereby agrees to honor contribution deduction authorizations from employees who are members of the Union in the following form:

"I hereby authorize the City to deduct from my pay the sum of one (1) cent per hour per paycheck and to forward that amount to the Financial Secretary of the Union. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Local 466-M Political Committee are not conditions of membership in the Union or of Employment with the City and that the Local 466-M Political Committee will use the money it receives to make political expenditures in connection with federal, state, and local elections".

The form must be signed by the employee as his/her authorization to check-off.

The City will implement this program when the personnel/payroll system is operational.

60.00 Resident Hi-Rise Employees

It is agreed that the City will perform a job study on the classification currently titled "RESIDENT CUSTODIAN". Such study shall be completed no later than December 31, 1988.

Continued Residency Upon Retirement

If allowable under HUD Regulations, upon retirement, as defined elsewhere in this agreement, the City shall offer to each Hi-Rise Resident Custodian the apartment they are occupying, or an apartment equal to the apartment they are occupying at the time of their retirement, to reside in if the employee so desires. Rent for such units shall be calculated by using the normal procedure established for the other residents living in the complexes.

61.00 Pregnancy Leave

Employees who have completed one (1) year of service who become pregnant, and are physically unable to work in their regular classification as a result of their being pregnant, shall be placed on pregnancy leave until such time as they are physically able to perform their job duties. Such paid leave shall not exceed three (3) weeks. If such employee is physically unable to return to work after the three (3) week period, the provisions of Section 39.30 shall govern.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25  
day of July, 1988.

Local 466-M Service Employees  
International Union, AFL-CIO

City of Saginaw

By: David L. Gulvas  
David L. Gulvas  
President

By: Delbert J. Schrems  
Delbert J. Schrems  
Mayor

By: Deborah A. McGuire  
Deborah A. McGuire  
Bargaining Team Member

By: Bevelyn B. Bradley  
Bevelyn B. Bradley  
Deputy City Clerk

By: Cyril A. Schultz, Jr.  
Cyril A. Schultz, Jr.  
Bargaining Team Member

By: Kimberly D. Caver  
Kimberly D. Caver  
Bargaining Team Member

By: Connie Jo Marino  
Connie Jo Marino  
Bargaining Team Member

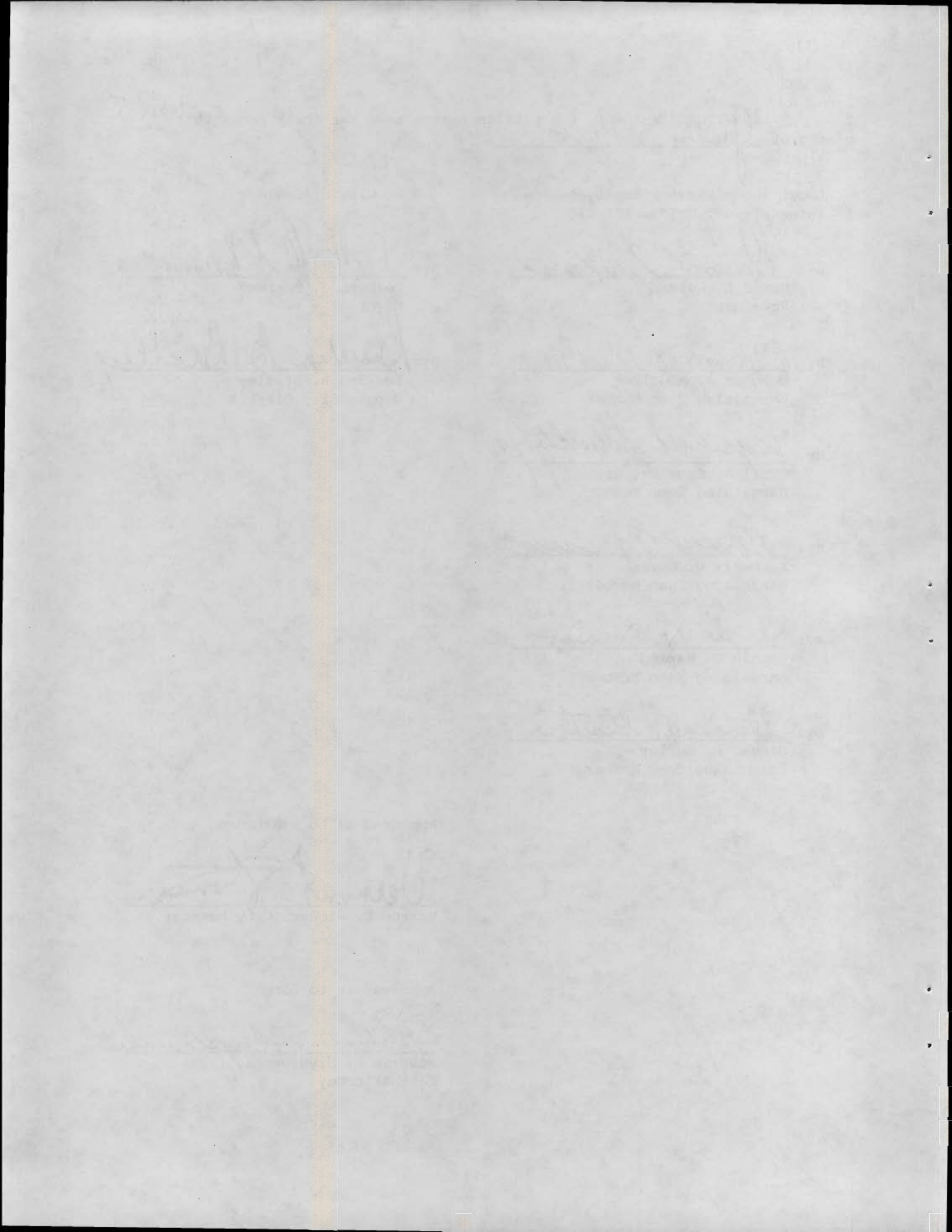
By: Steven A. Guster  
Steven A. Guster  
Bargaining Team Member

Approved as to substance

Vernon E. Stoner  
Vernon E. Stoner, City Manager

Approved as to form

Roberta L. Szydlowski  
Roberta L. Szydlowski  
City Attorney





## APPENDIX A

CODE. NO.	CLASS TITLE	RANGE
0105	Account Clerk	A-15
0115	Accountant I	A-22
0125	Accountant II	A-24
0128	Accountant III	A-29
0100	Accounts Payable Clerk	A-11
0080	Administrative Clerk I	A-11
0085	Administrative Clerk II	A-12
0090	*Administrative Clerk III	A-14
1063	*Assistant Building Inspector I	A-20
1064	Assistant Building Inspector II	A-23
1065	Assistant Building Inspector III	A-28
0640	Block Grant Generalist	<u>A-24</u>
3020	Chemist	A-24
1020	Civil Engineer I	A-27
1025	Civil Engineer II	A-30
1030	Civil Engineer III	A-37
0010	*Clerk I	A-3
0015	Clerk II	A-5
0020	Clerk III	A-7
<u>1070</u>	<u>Code Enforcement Inspector</u>	<u>A-23</u>
3360	Collections Correspondent	A-19
4107	*Communications Technician I	A-23
4108	Communications Technician II	A-25
3355	Court Attendant	A-17
0312	Data Processing Machine Operator	A-18
0315	Data Processing Programmer/Operator	A-24
6367	Data Processing Systems Analyst	A-35
0036	Development Assistant	A-19
0200	*Duplicating Equipment Operator I	A-16
0202	Duplicating Equipment Operator II	A-19
4105	Electrical Service Electrician I	A-21
4110	Electrical Service Electrician II	A-23
1080	Electrical Inspector	A-28
4066	Engineer (Civic Center)	A-20
1005	Engineering Assistant I	A-22
1010	Engineering Assistant II	A-24
1015	Engineering Assistant III	A-25
1017	Engineering Technician I	A-27
1018	Engineering Technician II	A-29
0530	Environmental Field Rep. I	A-22
0675	Equipment & Supply Specialist	A-16
0725	Fire Arms & Property Management Specialist	A-21
4035	Filtration Plant Maintenance Person I	A-16
4036	Filtration Plant Maintenance Person II	A-18
4034	Filtration Plant Maintenance Person III	A-21
3370	Housing Aide	A-22
3334	*Housing Assistant I	A-20
1071	Housing Inspector I	A-21
1072	Housing Inspector II	A-23

(\*Inactive Status)

## CODE. NO.

## CLASS TITLE

## RANGE

CODE. NO.	CLASS TITLE	RANGE
1300	<u>Identification Bureau Technician</u>	A-15
0107	Income Tax Audit Clerk	A-16
0112	Income Tax Audit Specialist	A-24
0113	Income Tax Auditor	A-19
0106	*Income Tax Clerk	A-15
0025	Intermediate Clerk I	A-8
0030	Intermediate Clerk II	A-9
0035	Intermediate Clerk III	A-10
3010	Laboratory Technician	A-20
0196	Lead Teller	A-11
0516	Leasing and Occupancy Clerk	A-15
0322	Lein Operations Clerk	A-15
0198	Mail Messenger	A-9
0210	Meter Attendant	A-9
0086	*Office Support Center Generalist	A-19
0087	Office Support Center Operator	A-14
4185	Parking Facility Attendant I	A-14
4187	*Parking Facility Attendant II	A-17
0165	Personal Property Examiner/Appraiser	A-23
4098	Plant Maintenance Electrician "A"	A-23
4026	Plant Maintenance Mechanic "A"	A-22
4013	Plant Operator "A"	A-20
1085	Plumbing/Mechanical Inspector	A-28
0321	Police E.D.P. Clerk	A-5
0325	Program Systems Analyst	A-37
1050	*Property Appraiser I	A-21
1055	*Property Appraiser II	A-24
1057	Property Appraiser III	A-27
0585	*Property Clerk I	A-8
0580	Property Clerk II	A-15
0155	Public Housing Collection and Service Specialist	A-20
0180	Purchasing Clerk	A-8
3120	Recreation Supervisor	A-17-20
0517	Rehabilitation Application Specialist I	A-21
0515	Rehabilitation Application Specialist II	A-23
5036	Resident Custodian	A-11
5037	*Resident Custodian Supervisor	A-13
0092	Secretary I	A-15
0093	Secretary II	A-16
0094	Secretary III	A-19
0518	Section 8 Housing Specialist	A-15
5034	*Senior Custodial Worker "A"	A-13
4125	Sign Painter	A-19
1180	*Surveying Assistant I	A-13
1185	*Surveying Assistant II	A-15
1190	Surveying Assistant III	A-24
1195	Surveying Technician I	A-28
0195	Teller	A-9
5175	Traffic Maintenance Person	A-16
4130	Traffic Painter	A-17
1210	Transportation Engineering Assistant	A-26
3005	Watch Guard	A-3
1128	Zoning Coordinator/Planner	A-29

\*Inactive Status









PRLO45B  
RANGE

CITY OF SAGINAW 1989 SALARIED

COMPENSATION PLAN BY RANGE  
BASE WITH LONGEVITY

JULY 01 1989

STEP	BASE PER STEP			AT 2%			AT 4%			AT 6%			AT 8%		
	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY
32-A	27,649	13.29	1063.43	27,829	13.38	1070.35	28,009	13.47	1077.28	28,189	13.55	1084.20	28,369	13.64	1091.12
B	28,364	13.64	1090.94	28,544	13.72	1097.86	28,725	13.81	1104.79	28,904	13.90	1111.71	29,084	13.98	1118.63
C	29,126	14.00	1120.24	29,306	14.09	1127.16	29,486	14.18	1134.09	29,666	14.26	1141.01	29,846	14.35	1147.93
D	29,898	14.37	1149.92	30,077	14.46	1156.84	30,258	14.55	1163.77	30,438	14.63	1170.69	30,618	14.72	1177.61
E	30,668	14.74	1179.53	30,847	14.83	1186.45	31,028	14.92	1193.38	31,208	15.00	1200.30	31,388	15.09	1207.22
F	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
33-A	28,364	13.64	1090.94	28,544	13.72	1097.86	28,725	13.81	1104.79	28,904	13.90	1111.71	29,084	13.98	1118.63
B	29,126	14.00	1120.24	29,306	14.09	1127.16	29,486	14.18	1134.09	29,666	14.26	1141.01	29,846	14.35	1147.93
C	29,898	14.37	1149.92	30,077	14.46	1156.84	30,258	14.55	1163.77	30,438	14.63	1170.69	30,618	14.72	1177.61
D	30,668	14.74	1179.53	30,847	14.83	1186.45	31,028	14.92	1193.38	31,208	15.00	1200.30	31,388	15.09	1207.22
E	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
F	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
34-A	29,126	14.00	1120.24	29,306	14.09	1127.16	29,486	14.18	1134.09	29,666	14.26	1141.01	29,846	14.35	1147.93
B	29,898	14.37	1149.92	30,077	14.46	1156.84	30,258	14.55	1163.77	30,438	14.63	1170.69	30,618	14.72	1177.61
C	30,668	14.74	1179.53	30,847	14.83	1186.45	31,028	14.92	1193.38	31,208	15.00	1200.30	31,388	15.09	1207.22
D	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
E	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
F	33,088	15.91	1272.62	33,268	15.99	1279.54	33,448	16.08	1286.47	33,628	16.17	1293.39	33,808	16.25	1300.31
35-A	29,898	14.37	1149.92	30,077	14.46	1156.84	30,258	14.55	1163.77	30,438	14.63	1170.69	30,618	14.72	1177.61
B	30,668	14.74	1179.53	30,847	14.83	1186.45	31,028	14.92	1193.38	31,208	15.00	1200.30	31,388	15.09	1207.22
C	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
D	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
E	33,088	15.91	1272.62	33,268	15.99	1279.54	33,448	16.08	1286.47	33,628	16.17	1293.39	33,808	16.25	1300.31
F	33,918	16.31	1304.55	34,098	16.39	1311.47	34,278	16.48	1318.40	34,458	16.57	1325.32	34,638	16.65	1332.24
36-A	30,668	14.74	1179.53	30,847	14.83	1186.45	31,028	14.92	1193.38	31,208	15.00	1200.30	31,388	15.09	1207.22
B	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
C	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
D	33,088	15.91	1272.62	33,268	15.99	1279.54	33,448	16.08	1286.47	33,628	16.17	1293.39	33,808	16.25	1300.31
E	33,918	16.31	1304.55	34,098	16.39	1311.47	34,278	16.48	1318.40	34,458	16.57	1325.32	34,638	16.65	1332.24
F	34,768	16.72	1337.24	34,948	16.80	1344.16	35,128	16.89	1351.09	35,308	16.98	1358.01	35,488	17.06	1364.93
37-A	31,432	15.11	1208.93	31,612	15.20	1215.85	31,792	15.28	1222.78	31,972	15.37	1229.70	32,152	15.46	1236.62
B	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
C	33,088	15.91	1272.62	33,268	15.99	1279.54	33,448	16.08	1286.47	33,628	16.17	1293.39	33,808	16.25	1300.31
D	33,918	16.31	1304.55	34,098	16.39	1311.47	34,278	16.48	1318.40	34,458	16.57	1325.32	34,638	16.65	1332.24
E	34,768	16.72	1337.24	34,948	16.80	1344.16	35,128	16.89	1351.09	35,308	16.98	1358.01	35,488	17.06	1364.93
F	35,644	17.14	1370.94	35,824	17.22	1377.86	36,005	17.31	1384.79	36,184	17.40	1391.71	36,364	17.48	1398.63
38-A	32,266	15.51	1241.01	32,446	15.60	1247.93	32,626	15.69	1254.86	32,806	15.77	1261.78	32,986	15.86	1268.70
B	33,088	15.91	1272.62	33,268	15.99	1279.54	33,448	16.08	1286.47	33,628	16.17	1293.39	33,808	16.25	1300.31
C	33,918	16.31	1304.55	34,098	16.39	1311.47	34,278	16.48	1318.40	34,458	16.57	1325.32	34,638	16.65	1332.24
D	34,768	16.72	1337.24	34,948	16.80	1344.16	35,128	16.89	1351.09	35,308	16.98	1358.01	35,488	17.06	1364.93
E	35,644	17.14	1370.94	35,824	17.22	1377.86	36,005	17.31	1384.79	36,184	17.40	1391.71	36,364	17.48	1398.63
F	36,573	17.58	1406.66	36,753	17.67	1413.58	36,933	17.76	1420.51	37,113	17.84	1427.43	37,293	17.93	1434.35













APPENDIX C

Definitions

Protected Class - Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, American Indians, Women, Handicapped and covered veterans.

Minority - All persons classified as Black, Hispanic, Asian, or Pacific Islander, American Indian, or Alaskan Native. Of these groups only Blacks and Hispanics comprise over 2% of the City's population, therefore, goals and timetables are not established for Asians, Pacific Islanders, American Indians or Alaskan Natives.

APPENDIX D

SEIU - SALARIED  
BLUE CROSS/BLUE SHIELD BENEFITS

<u>Code Letters</u>	<u>Description of Benefits</u>
COMP	Blue Cross Comprehensive Hospital Care: 120 days for general condition 45 days nervous/mental condition 45 days pulmonary tuberculosis semi-private room  NOTE: Full renewal on hospital days after a member has been released from hospital for at least 60 consecutive days.
MVF-1	Blue Shield Medical-Surgical Care: Plan pays physician's reasonable charges.
Rider ML	Member Liability Waiver: Eliminates co-payment \$5.00 or 10 percent whichever is greater) for diagnostic laboratory and pathology, diagnostic x-ray and therapeutic radiology.
Rider PPNVI	Pre and Post Natal Care: Adds payment of the doctor's reasonable charges regardless of the date of conception.
Rider FAE-RC	First Aid Emergency - Reasonable Charge: Eliminates the \$15.00 limitation for treatment of accidental injuries or medical emergencies.
Rider DC	Dependent Continuation: Provides continued coverage for eligible dependent children between the ages of 19 and 25. There is <u>no cost</u> to the subscriber.
Rider SD	Sponsor Dependent: Provides coverage for dependents over 19 years of age who are 1) dependent upon the subscriber for more than 50 percent of their support; 2) related by blood, marriage, or reside in subscriber's household; 3) were reported on member's most recent Federal Income Tax. Member pays monthly premium.  NOTE: Sponsor dependent members are not eligible to receive Dental or Master Medical benefits.
PD 300	Prescription Drug: \$3.00 co-pay; member pays \$3.00 for each prescription or refill.

APPENDIX D (CONTINUED)

SEIU - SALARIED  
BLUE CROSS/BLUE SHIELD BENEFITS

Code  
Letters

Description of Benefits

MMCI

Master Medical Catastrophic - Option I: Covers extended hospital care and additional health care services or supplies with a lifetime maximum of \$1 million per member. Deductibles and co-insurance do apply toward the additional health care benefit expenses.

Deductible amount: \$100 for one person or \$200 for two or more persons in a calendar year. The plan will pay 80 percent and the member will pay a co-insurance of 20 percent of the reasonable cost.

Special Co-insurance - Master Medical: Additional benefits pay 50 percent and the member pays 50 percent of the reasonable cost for 1) treatment of mental disorders, and 2) private duty nursing.

EF

Exact Fill (For Active and Retired Employees Eligible for Medicare Benefits): The Blue Cross and Blue Shield Plan pays the deductible and co-insurance amounts required by Medicare and Medicare benefits which are also BC/BS benefits.

PREVENT

A program designed to precertify non-emergency hospital admissions and lengths of stay through professional preadmission screening.

APPENDIX E

PLAN IV

FULL SERVICE BENEFIT PLAN

This plan provides for payment in full for all covered services and/or materials up to Reasonable and Customary (R&C). The participating providers accept Reasonable & Customary as payment in full. Reasonable and Customary is surveyed every six (6) months. Patients may go to either an optometrist or an ophthalmologist and the exam will be covered in full with this plan. A maximum benefit allowance is established for contact lenses and frames.

	<u>Plan Pays</u>	<u>Patient Pays</u>	<u>Non-Panel Payment</u>
Examination	M.D. Paid in Full		\$55.00
	O.D. Paid in Full	-0-	\$40.00
Lenses - (Pair)			
Single Vision	Paid in Full	-0-	\$60.00
Bifocals	Paid in Full	-0-	\$75.00
Trifocals	Paid in Full	-0-	\$95.00
Frames	\$30.00	Balance	\$30.00
Contact Lenses - Cosmetic (In lieu of all other benefits)	\$140.00	Balance	\$140.00
Contact Lenses - Med. Necessary (In lieu of all other benefits)	\$175.00	Balance	\$175.00

Estimated Monthly Cost: \$3.75 Single Rate  
 \$3.75 Employee Only  
 \$8.64 Family Rate  
 \$7.29 Composite Rate  
 Includes Administrative Charges



