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

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY



HOURLY BARGAINING UNIT

EFFECTIVE JULY 1, 1988 THROUGH JUNE 30, 1991



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This Agreement made as of this <u>lst</u> day of July, <u>1988</u>, by and between the City of Saginaw, hereinafter referred to as the City or Employer, and Local 466-M of the Service Employees International Union, AFL-CIO, hereinafter referred to as the Union.

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WITNESSETH

In consideration of the promises and the mutual convenants and promises of the parties, hereto, it is hereby agreed as follows:

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 regular full time non-clerical, non-technical, non-supervisory, non-professional employees of the following City divisions: Parks, Motor Equipment, Streets, Maintenance and Service, Wastewater Treatment, Public Housing Commission, and other related job classifications as identified in Appendix A.

2.20 Rights of Individual

Nothing herein contained shall abridge the right of the individual employee to process his/her own grievance in the manner prescribed in subsequent provisions of this Agreement. In the event an individual employee desires to represent himself/herself in the processing of his/her own grievance, the employer will notify the Union of his/her intent. The Union shall be allowed to have a silent observer 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 Defined

The term "employee" as used in this Agreement shall mean any employee within the bargaining unit as described in the recognition article. 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 amount equal to the Union's regular monthly dues.

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 on the construction of new facilities or the improvement of existing facilities. The City may subcontract work regularly performed by a single bargaining unit member or any group of bargaining unit members. Bargaining unit members whose jobs are affected as a result of subcontracting will be provided other bargaining unit work by layoff and bump in accordance with Article 17.00 or in accordance with Appendix C; (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 lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit municipal employees not included in the bargaining unit to perform bargaining unit work

only in emergency situations when bargaining unit members are unavailable. The employer will continue to use working foremen in accordance with present practice, however, such working foremen shall not replace or displace bargaining unit members on a permanent basis, it being understood that the use of working foremen to fill in for employees absent due to holidays or approved or unapproved leaves does not constitute permanent replacement or displacement; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, combine, and change job classifications and prescribe and assign job duties, content and classification, and to set the wage rate for new classifications except that any employee whose existing job is affected under this provision shall not suffer a rate reduction and in the event additional duties are imposed as the result of job combinations or changes hereunder, a new wage rate shall be established by the City, which rate may be reviewed through the grievance procedure; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the schedule of hours to be worked; (k) to establish work schedules; (1) 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 and promote employees from one classification, department or shift to another; (o) to select employees for promotion 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 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 Committee Defined

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

8.10 <u>Bargaining Committee: Defined</u> The Bargaining Committee shall be composed of 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 Grievance Committee Members

Committeemen, stewards and/or alternates shall be paid by the employer for 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 they have been authorized by the employer of their intended absence from their regular work assignments to process such grievances. Such authorization shall be withheld only for just cause. 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 3, except that at step four of the grievance procedure the combined number of employees to be paid may be a maximum of 5. 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 4 employees elected within the bargaining unit as set forth in paragraph 8.10 shall be paid by the employer for 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 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, providing their presence is not required on the job because of any abnormal workload or shortage of personnel.

- 11.00 The names and home phone numbers of officers, committeemen, stewards and alternate stewards shall be given to the Personnel Division in writing at least seven 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, International or State Council representative.
 - 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 relative to hours, wages and working conditions.
- 13.00 Any <u>committeeperson</u>, 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 <u>Grievance Defined</u> <u>A "grievance" shall mean a specific charge by an employee or</u> <u>group of employees or Union, based upon an event, condition,</u> <u>or circumstance under which an employee works, that a provi</u> <u>sion of this agreement has been violated or misinterpreted.</u>

14.30 Step One: Immediate Supervisor Level

- 14.31 An employee who has a grievance shall submit it in writing to his/her immediate supervisor within five (5) working days after the date of occurrence of the event giving rise to the grievance or within five (5) working days after the employee becomes aware of it. In no case shall time exceed 30 days from the date of occurrence. The grievance shall be on forms supplied by the employer. 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.
- 14.32 The employee's supervisor shall, within five (5) working days after receipt of the written grievance, meet with the grievant and Union steward.
- 14.33 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.
- 14.34 An 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 committee person to handle the specified grievance.
- 14.35 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 provision(s) 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.

14.40 Step Two: Division Head Level

- 14.41 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 receipt of the immediate supervisor's written answer.
- 14.42 The employee's division head shall, within five (5) working days after receipt of the written grievance, meet with the grievant, Union steward and committee-person.
- 14.43 The employee's division head shall render his/her written disposition of the grievance within five (5) working days after the meeting provided in 14.42.

14.44 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.50 Step Three: Department Head Level

- 14.51 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 the receipt of the division head's written answer.
- 14.52 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.
- 14.53 The employee's department head shall render his/her written disposition of the grievance within five (5) working days after the meeting provided in 14.52.
- 14.54 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.60 Step Four: City-wide Level

- 14.61 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.
- 14.62 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.
- 14.63 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 14.62.
- 14.64 Both the Union and the employer may, within reason, request the presence of additional individuals involved in the grievance.

14.70 Step Five: Arbitration

14.71 If the grievance is not resolved in step four, and the Union desires to submit it to arbitration, they must submit it to the FMCS within ten (10) working days after receipt of the employer's written answer in step four.

- 14.72 Any grievance processed by the Union may only be submitted for arbitration by the Union.
- 14.73 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 form the FMCS, in which case within ten (10) working days of receipt of the second list from the 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.
- 14.74 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.
- 14.75 The arbitrator shall have no power to alter, add to, subtract from, or modify any of the provisions of this Agreement.
- 14.76 The decision of the arbitrator shall be final and binding on all parties and they hereby agree to abide by such decisions.
- 14.77 The cost of arbitration under this paragraph shall be divided equally between the City and the Union.

14.80. Miscellaneous

- 14.81 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 4 and 5. 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.
- 14.82 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.
- 14.83 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.

- 14.84 The term "working day" as used in this Article shall mean the days Monday through Friday, inclusive, but shall exclude holidays as defined herein.
- 14.85 Grievances involving suspensions or discharges shall be initiated in writing 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.
- 14.86 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.
- 14.87 Grievance meetings as provided in step four shall normally be scheduled to commence between the hours of 8:00 a.m. and 3:30 p.m. unless a change is mutually agreed to.
- 14.88 Grievances not answered by the City in the specified time limits above shall be deemed to be sustained and the award made accordingly.
- 14.89 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 Status as a permanent employee shall be acquired by:
 - (a) being appointed to a permanent position and completing successfully the probationary period.
 - (b) A temporary employee, whether hired through a subcontractor or directly by the City, who works full-time continuously for 12 months shall be made permanent. Exceptions to this 12-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 a year 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, permanent 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 a year.

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.

- 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.
 - 15.31 Probationary new hires, serving an initial probationary period, are not covered by the collective bargaining agreement and are not members of the bargaining unit. Probationary new hire employees' wages and benefits are determined by administrative regulations and procedures provided, however, that probationary new hires who become permanent have their probationary time counted for the purpose of determining seniority, wages, longevity, and vacation and sick leave accrual.
- 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 to be 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.
- 15.60 An employee's seniority shall be considered continuous except when he/she voluntarily resigns, retires, or is discharged for cause.

16.00 Longevity Compensations

16.10 Rules governing payment of longevity compensation are as follows:

Longevity compensation will be granted to employees upon the completion of five (5) years of service with the City and additional increments will be paid at five (5) year intervals thereafter up to and including the twentieth (20th) year of service.

- 16.20 Longevity compensation is based upon total, continuous 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 permanent employees and to seasonal employees who have served the equivalent of 5, 10, 15 and 20 years of service at the rate of 2080 hours equaling one (1) year of service.
- 16.40 Longevity increments shall be at the following rates:

2% of base rate upon completion of 5 years of continuous, full-time service. 4% of base rate upon completion of 10 years of continuous, full-time service. 6% of base rate upon completion of 15 years of continuous, full-time service. 8% of base rate upon completion of 20 years of continuous, full-time service.

- 16.50 Is is provided, however, that only the first \$9,000 per annum base rate shall be used in the computation 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 compensation.

17.00 Layoffs and Recalls

17.10 (a) General Provisions: Layoffs, bumps and recalls shall be based on <u>bargaining unit</u> 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.
- The person receiving the initial layoff notice shall (c) · 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)

(e)

(f)

Management will arrange the highest possible lateral or lower bump which results in the least displacement of other employees:

- 1. <u>Management reserves the right to assign</u> employees into vacant positions and will do so within the employee's expressed preference to the fullest extent possible.
- 2. 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 employees expressed preference to the fullest extent possible.
- If a dispute exists as to the employees potential ability to perform a job, a test will be given to determine an employees 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.
- 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 <u>chairperson</u> 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 a lay off period. <u>Layoff period shall mean the period of time</u> <u>after an employee has received their official written notice</u> <u>of impending layoff or period of time during which the</u> <u>employee is actually laid off.</u>
- 17.50 The Union shall be notified of the number of employees to be laid off <u>fourteen (14)</u> 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 will 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 lay off 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 20.00.

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 Emergency Vacancies

If a vacancy is of an emergency nature, supervision may designate emergency substitution 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 shall be paid the classification rate of pay or their previous rate of pay, whichever is more.

20.00 Registers and 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

- 20.10 Recall pursuant to Article 17.00.
- 20.20 Voluntary Demotion
 - (a) If an employee desires to take a voluntary demotion within his/her bargaining unit, he/she may do so provided a vacancy exists and is subject to the employment conditions of Sections 20.30 (a), (b), and (d) and provided that he/she requests a voluntary demotion prior to the vacancy being posted by the employer.
 - (b) 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.

- 20.30. Transfer Register
 - (a) Employees may request a transfer to fill a vacancy of a non-promotional nature within the same classification and within the bargaining unit, provided they possess the qualifications required for the classification as determined by the Personnel Administrator and provided they have satisfactorily completed their probation period. 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) with 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 progression shall not be affected by the transfer.
 - (d) Any employee filling a vacancy of a non-promotional nature shall be on probation in that position for ninety (90) days. If retained for the full ninety (90) days, he/she shall receive <u>full time regular</u> 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.

20.40 Removal from Registers

The name of any person 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.

- 20.50 Promotional Register
 - (a) Vacancies which cannot be filled from the Recall Register, Voluntary Demotion Register, or Transfer Register shall be advertised first to current active bargaining unit members and former bargaining unit members on the recall list. If there are three (3) qualified in-house applicants the vacancy will be filled without advertising to the general public. If there are less than three (3), qualified 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 date 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.
 - (e) The names certified to the department head shall be of those employees with a composite score of seventy (70) percent or better.
 - (f) 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) percent or better. This program will 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 seniority shall be appointed by the department head. 20.60 Seniority for promotion shall apply in the following manner:

- 20.61 Unit seniority
- 20.62 Department seniority
- 20.63 Division seniority

20.64 Classification seniority

An employee filling a vacancy of a promotional nature shall be on probation in that position for 120 days.

If retained for the full 120 days, the employee shall receive full time regular employment or be returned to his/her former position. 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.

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 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 the 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.

Promotional registers shall remain in effect for a period of six (6) months, unless exhausted sooner.

- 20.70 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.
- 20.80 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.

21.00 Work Hours and Premium Pay Rates

- 21.10 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. Employees who report for scheduled work shall not be sent home prior to the end of their scheduled work shift because of inclement weather.
 - 21.11 For the purpose of computing premium pay a regularly scheduled work shift shall consist of eight and one-half hours less an unpaid one-half hour lunch period.
 - 21.12 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.
 - 21.13 There shall be five types of premium payments:
 - A. Shift Premium
 - B. Overtime: General
 - C. Overtime: Saturday
 - D. Overtime: Sunday
 - E. Overtime: Holidays

21.20 Shift Premium

- 21.21 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.
- 21.22 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 <u>4:59</u> a.m.
- 21.23 Where shift work is required, other than the continuous 24-hour operation, assignment to such shifts shall be done according to bargaining unit seniority with the most senior employee in the classification having priority for shift assignment. In the event the senior employee does not desire such shift work, assignment to such shift work shall be done in reverse order of seniority. Bidding for shift

assignments will occur once annually during the month of September.

Applications for shift transfer shall only be made by employees in the section (as defined in the Personnel Complement of 8/1/83) where the employee works. Applications shall be made in writing to the section supervisor.

Shift preference shall be based on bargaining unit seniority but shall only be allowed within the classification within the section.

Assignment to jobs within job classifications on a shift shall be a function of management and employees shall not be entitled to a particular job on any shift. The determination of types and numbers of jobs assigned to each shift shall be management's right.

First shift is any shift during which the work period begins between 5:00 a.m. and 12:59 p.m.; second shift is any shift during which the work period begins between 1:00 p.m. and 8:59 p.m.; third shift is any shift during which the work period begins between 9:00 p.m. and 4:59 a.m. Shift preference does not effect the workweek or specific starting time.

Management reserves the right to assign employees to shifts other than their preferred one for periods not to exceed thirty days in order to:

- 1. Compensate for fluctuating or emergency work loads;
- Provide coverage for vacations, sick leave and injury time;
- Facilitate training;
- Match required employer needs and employees' skill levels.

Where a tie occurs, management will make the selection for shift assignment.

21.30 Overtime: General

21.31 Where it is necessary for overtime work to be performed, department heads may specifically authorize such overtime work, but every effort will 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 outside their regularly scheduled daily shift.

- 21.32 The City shall provide at least twelve (12) hours notice prior to the start of the employees reassigned shift which will then be considered the employee's new regularly scheduled shift.
- 21.33 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.
- 21.34 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.
- 21.35 Compensatory Time: Employees may elect to receive compensatory time off in lieu of overtime pay as provided in Section 21.00. 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.

21.40 Overtime: Saturday

21.41 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.

21.50 Overtime: Sunday

21.51 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.

21.60 Overtime: Holidays

21.61 In addition to eight 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.

- 21.62 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 eight hours holiday pay, pay at the rate of time and one-half his/her regular hourly rate for all hours worked.
- 21.63 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.

21.70 Equalization of Overtime

- 21.71 A roster of all regular employees will be set up by classification within sections. It is the intent that the opportunity for all employees within sections and classification to work overtime will be equalized to the fullest extent possible.
- 21.72 In the event that a qualified employee is asked to work overtime outside of his/her regular section, this overtime will be posted by the employee's immediate supervisor of his/her regular section. This overtime will be called "Out of Section Overtime" and will be equalized to the fullest extent possible within his/her classification. All overtime rosters will be posted in appropriate locations for the convenience of all employees.
- 21.73 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 two hours.
- 21.74 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.

Employee 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.

21.80 Reporting for Overtime and Emergency Work

- 21.81 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 21.34 and 21.70.
- 21.82 An employee shall be given 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.

21.90 Pyramiding of Premium Payments

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

22.00 Meal Periods

- 22.10 An employee shall be entitled to one, one-half hour lunch period as near as practicable after completion of approximately one-half (1/2) of his/her scheduled shift.
 - 22.11 Employees who work during their scheduled meal period and continue to work for one (1) or more hours immediately following the scheduled meal period shall be paid at the rate of time and one-half for the meal period and 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.
- 22.20 Employees who are required to work continuously beyond their regularly scheduled work shift shall be entitled to a twentyminute paid lunch period in which to obtain and eat his/her meal if such overtime shall cause him/her to work more than one hour past the end of his/her regularly scheduled work

shift, provided said employee is to be required to work beyond such meal break.

22.30 Employees called out of overtime work shall be entitled to 1/2 hour paid 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.

23.00 Meal Periods During Emergency Work

- 23.10 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.
- 23.20 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:
 - 23.21 Six hours shall be a maximum length of time required to work without eating.
 - 23.22 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.
 - 23.23 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.

24.00 Lunch Hour Procedures

- 24.10 All employees shall be required to eat their lunches on the job site, provided reasonable facilities for cleanup and relief are available at or near such locations.
- 24.20 The lunch period shall not exceed thirty (30) minutes as provided under Paragraph 25.10 excluding wash up time, which shall not exceed five (5) minutes unless otherwise established by supervision due to unusual working conditions or facilities, and time spent in traveling to locations which provide the necessary facilities for cleanup and relief. Any deviation from the regular scheduled lunch period must be approved by appropriate supervisory personnel.

25.00 Rest Periods

25.10 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.

26.00 Clean Up Time

26.10 Employees shall be entitled to a reasonable amount of paid clean up time at the end of their work shift. Such time shall be established by the available facilities and extremities of the employee's assignment.

27.00 Reporting Time

Any employee permitted to come to work without having been properly notified that there will be no work shall receive a minimum of two (2) hours pay at the regular hourly rate.

28.00 Call In Time

- 28.10 Any employee who is called on an emergency call outside of his/her regular working hours shall be compensated for the time spent in transportation between the job and his/her home. Such compensation shall consist of one (1) hour added to the elapsed worked time for emergency service as recorded. Such hour shall be compensated at the overtime rate of time and one-half and shall include the time spent in bringing a motor vehicle from and to the appropriate or designated storage area, provided that:
 - 28.11 No compensation shall be allowed for transportation time when the total elapsed time for the emergency amounts to eight hours or more;
 - 28.12 No compensation shall be allowed for transportation time when the emergency working time is continuous with a regular working day or part thereof;
 - 28.13 No compensation shall be allowed for transportation time when the employee is on a regular overtime assignment such as the regularly scheduled Saturday or Sunday work.
- 28.20 Any employee called in to work outside of his/her regular working hours shall be guaranteed a minimum of 2 hours work or pay in lieu of such work at the applicable overtime rate, if any, in addition to transportation provisions.

28.30 Emergency Stand-by

Employees required to do stand-by duty 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.

29.00 Vacations

29

The following vacation schedule shall be in effect:

| 9.10 | | Vacation Days Earned | | Hours | |
|------|---|----------------------------------|----------------------------|-----------------------|--|
| | Time In Service | Per Year | Per Month | Per Month | |
| | Less than 5 years Over 5 years, less | <u>12</u> Days | <u>1.00</u> | 8.00 | |
| | than 10 years Over 10 years, less | 17 Days | 1.42 | <u>11.36</u> | |
| | than 15 years Over 15 years | <u>19</u> Days <u>22</u> Days | <u>1.58</u> <u>1.83</u> | $\frac{12.64}{14.64}$ | |

- 29.20 Vacation time will be computed from the employee's last date of hire.
- 29.30 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.
- 29.40 Maximum vacation accumulation will be limited to the amount which an employee earns in two years.
- 29.50 Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
- 29.60 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.

29.70 Request for Leave

Request 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. <u>Request</u> for vacation leave shall not be arbitrarily denied.

- 29.71 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 the working conditions permit use or the employee may elect to receive cash in lieu of such vacation time off.
- 29.72 Employees shall be responsible for keeping their accumulated vacation within allowable limits.

29.80 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 <u>unusual</u> situations where employees cannot be aware of the need for leave one week or one full working day in advance as normally required.

29.90 Priority

- 29.91 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 <u>bargaining unit</u> 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) calendar 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 an employee's approved vacation as a result of an uncontrollable situation. Vacation requests for the 10-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 <u>bargaining unit</u> 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.

29.92 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.

- 29.93 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.
 - 29.94 Vacation leaves may be taken in increments of one (1) hour subject to request for leave provisions.

30.00 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 29.80.

31.00 Sick Leaves

- 31.10 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 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.
- 31.20 Sick leave shall accrue at the rate of one (1) day per month.
- 31.40 All employees will have the right to accumulate up to two hundred (200) days of unused sick leave.
- 31.50 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.
 - 31.51 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 may be required by the department.
 - 31.52 Employees shall notify their supervisor of doctor's appointments upon becoming aware of such appointments.
 - 31.53 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.
- 31.60 When an employee has been absent for five (5) 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 the 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 the 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.

31.61 Absence Report:

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. Employees whose absenteeism rate due to illness exceeds the average number of incidents of the unit, from July 1 through June 30 of any year during the life of the Agreement, by 10% shall be required to:

- Furnish the employer with a Certificate of (a) 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 may 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.

Failure to comply with the three items above shall result in the employee waving sick leave payment and shall be recorded as an unpaid, unapproved absence.

The requirement that the employee report his/her location is not applicable after the absence exceeds five (5) working days.

The number of incidents and the bargaining unit average shall include all absences due to illness or non-work related injury. The bargaining unit average number of incidents shall be determined by dividing the total number of bargaining unit incidents by the number of bargaining unit members for a one-year period. The average shall be based on the calendar year 1983 experience for the duration of the contract or some other mutually agreeable twelve-month period in the event complete data is not available for 1983.

(d) An incident is any absence on approved sick leave, any absence for medical or dental appointments of more than one half (1/2) day and any unpaid absence not approved prior to a scheduled work day.

31.62

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 34.61.

31.63 Supplemental Absence Report

Illness at Work

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 as in paragraph 34.61 at weekly intervals, giving the employee's condition, progress, probable date of return and the name of the attending physician.

31.70 An employee's eligibility for payment of compensation for time allegedly lost due to illness or contagious disease contact or non-work related injury shall be determined by the department head and his/her decision shall be final subject to the grievance procedure.

- 31.80 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 while on vacation.
- 31.90 Charges against accrued sick leave will be made for time lost on account of illness or contagious disease contact non-work related injury for which the employee would have received pay and during which normally he/she would be required to work.
 - 31.91 <u>Anticipated Sick Leave</u> 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.
 - 31.92 Upon separation from the service, the employee shall be charged for sick leave taken in excess of the amount accumulated.

31.93 Bonus Program

The City will award bonuses annually for unused sick leave according to the following schedule:

| Sick Day Taken | Bonus Hours |
|----------------|-------------|
| 0 | 20 |
| 1 | 16 |
| 2 | 12 |
| 3 | 4 |
| 4 | 0 |

Bonuses may be taken in cash, additional sick leave days, or additional vacation days. Cash payments will be made according to an equivalent hourly rate for an eight-hour working day. Payment will be made on or about December 15 each year and sick leave and vacation records will be adjusted at that time for employees who elect to receive their bonus in the form of added vacation or added sick days.

Benefits under this program are based on attendance from December 1 of each year through November 30 of the following year. The bonuses will be awarded to eligible employees who are on the payroll on November 30 and who are continuously employed by the City of Saginaw for the year immediately preceding that date.

The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence, not previously approved prior to a scheduled workday will be considered as a sick day taken for the purposes of computing this benefit.

31.94 Sick leave usage shall be on the basis of hours--in full hour increments--effective with implementation of the payroll/personnel system.

32.00 Sick Leave Upon Termination

Payment of one-half of 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, and 95 days, effective July 1, 1989, 100 days effective 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.

33.00 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.

34.00 Holidays

- 34.10 <u>Eligibility for payment of</u>: All permanent employees shall be eligible to receive holiday pay under the following regulations:
 - 34.11 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

worked for the purpose of computing eligibility for holiday pay.

34.20 The following days will be considered holidays: New Year's Day, 3rd Monday in January (Dr. Martin Luther King's Birthday), Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and the employee's own birthday; <u>one</u> (1) day on Christmas Eve or New Year's Eve shall also be considered holidays when such holidays occur on a regular workday.

35.00 Injury Time

Each full time, regular, permanent employee and each probationary employee occupying a full-time, permanent position, who is unable to work as a result of an injury arising out of and in the course of his/her employment with the City, shall receive injury time benefits for resultant time lost during a period not to exceed one (1) year following the date of injury.

An employee entitled to injury time benefits shall receive them weekly and such benefits shall be computed on the basis of his/her current weekly wage. The amount of injury time benefits shall be an amount which, after deduction of federal, state and city income taxes, social security and/or pension contributions, and any employee authorized payroll deductions, and after addition of weekly worker's compensation benefits, if any, to which the employee may be entitled, shall then be equal to 100 percent of the employee's current net or "take home" pay.

When an employee has been unable to work for such time as to be entitled to weekly worker's compensation benefits and he/she has received injury time benefits without setoff of worker's compensation benefits, and is determined that he/she is entitled to receive worker's compensation benefits under the provisions of Act 10, P.A. 1912, First Extra Session, as amended, the City shall be entitled to take credit for a refund of injury time benefits so paid in an amount equal to weekly worker's compensation benefits payable for said disability. It is intended hereby that no employee shall receive more in injury time and worker's compensation benefits than he/she would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after one year from the date of an injury arising out of and in the course of his/her employment may use 1/2 day of accumulated sick leave for each day of absence to supplement worker's compensation benefits, in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided, and shall cease to accrue while an employee is receiving worker's compensation benefits only. In order to receive injury leave benefits, the employee must contact the 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 Worker's Compensation Act.

35.10 Preferential Assignment

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 if, in management's opinion, a job cannot be fashioned to his/her present capabilities.

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.

36.00 Unpaid Leaves of Absence

- 36.10 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 two years. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted.
- 36.20 Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.
- 36.30 Such leaves may be granted for illness or other justifiable reasons.
- 36.40 No leave shall be granted to an employee for the purpose of seeking or obtaining employment elsewhere.
- 36.50 Leaves of absence without pay for periods not to exceed five (5) days may be granted by the department head.
- 36.60 "D" leave shall be unpaid leave of absence approved or unapproved and is governed by Section 36.50.

- 36.61 "U" leave shall be unpaid leave of absence for the purpose of conducting Union business.
- 36.70 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) working 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 24 months. Upon expiration of this leave, the employee shall return to work or his/her work with the City may be terminated.

36.80 All requests for unpaid leaves of absence shall be made in writing either prior to or where due to an emergency situation the employee is unable to file a written request prior to the leave, after returning from said leave.

37.00 Military Leave

- 37.10 Any permanent 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.
- 37.20 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:
 - 37.21 He 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.
 - 37.22 He is discharged under honorable conditions and he/she establishes this fact to the satisfaction of the employer.
 - 37.23 He 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.

- 37.30 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.
- 37.40 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.
- 37.50 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.
- 37.60 Any permanent employee who is an obligated Reservist and who must attend an "annual active duty for training" shall be compensated by the employer the difference between his/her regular pay and his/her military pay. Such payment shall not exceed 10 regular working days absent, however, such leave shall be for a period up to 14 calendar days.

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

37.70 Any employee who is required to report for active duty, reservist duty;, or training shall notify the employer of his/her anticipated absence as soon as orders are issued or as soon as the schedule is known, whichever is sooner.

38.00 Disciplinary Procedure

38.10 <u>Types of Disciplinary Action</u>:

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. <u>Warnings</u> - 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.

- <u>Written Reprimand</u> 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. <u>Demotions</u> 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. <u>Suspensions</u> 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. <u>Dismissals</u> A discharge or permanent separation for disciplinary purposes where the violation is of a serious nature.

38.20 Types of Serious Violations

b.

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

- a. Conviction of a felony.
- Reporting for work under the influence of alcohol or drugs.
- c. Offensiveness in conduct or language in public or toward the public, supervisors, 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 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.
- Use of alcohol or unlawful use of drugs during a work shift.

38.30 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 foreman or the supervisor and the employee. All warnings issued shall remain in effect for a period of 12 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 12 months from the date of issue of the last warning.

All disciplinary action, other than warnings, shall be issued in writing by the department head with copies going to the employee, Union and the Personnel Administrator. Letters of reprimand and suspension shall remain in effect for a period of 24 months unless the employee commits a similar offense, in which case all such similar actions shall remain in effect for a period of 24 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.

39.00 Life Insurance and Hospitalization

- 39.10 The City will provide term life insurance to the next \$1,000 higher annual income with a double indemnity provision. For example, and 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.
 - 39.11 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.
- 39.20 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 PPNV1 fop SAT2 fcc PD300 MAC fvi fde MMC1 MMCPD COB3 SD DC EF.

39.30 The City will provide Master Medical coverage equal to Blue Cross - Blue Shield Master Medical Option 1 for all <u>regular</u> <u>full time</u> 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 two 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).

39.31 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/BS (excess) Year Three - Employee pays the difference between traditional BC/BS and BCN

39.32 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.

39.33 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. 39.40

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 65th birthday and therefore are not eligible for medicare coverage. The working restriction shall not apply to retired employees who have reached their 65th birthday.

39.50 Employees with less than ten (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 (1) 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 dependents hospitalization premiums if employee is on disability pension through Michigan Municipal Employees' Retirement System regardless of age of employee.

40.00 Car Allowance

40.10 Meter Readers:

Meter readers will be paid <u>seventy-five dollars (\$75.00)</u> per month while reading meters in the City for the use of their automobile in the performance of such readings. In the event the services of the City of Saginaw are expanded, or decreased, in a manner contrary to that as prescribed above, this subject shall automatically be immediately reopened for further negotiations.

40.20 Others:

In the event that any other 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 fifteen (15) cents per mile or that which is agreed upon between the employer and the Union, through negotiations, which take place within a period of not more than thirty (30) days after the necessity of the employees furnishing such transportation has been established by the employer.

41.00 Protective Clothing and Safety Equipment

The employer shall make proper provisions for the safety and health of all employees. The employer will furnish non-prescription safety glasses, goggles, canvas gloves, rain clothing, rubber gloves, and boots to employees when essential. In each case worn out equipment must be turned in in order to receive replacements. This equipment, if and when supplied, must be used by the employee. The employer shall pay the cost of repairing or replacing broken or lost prescription glasses. The City shall contribute \$10.00 per year toward the purchase of prescription safety glasses for employees required to wear same.

41.10 In the event the employee purchases a special type safety footwear, the employer shall reimburse the employee \$10.00 upon proof of purchase.

42.00 Monthly Safety Meetings

There shall be monthly 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.

- 42.10 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.
- 42.20 Upon request, copies of all accident, injury and illness reports to any insurance company and/or the state or federal government shall be submitted to the Union.

43.00 Uniforms

43.10 It is management's prerogative to determine the manner in which uniforms will be provided.

The employer will provide work uniforms for the following positions:

Motor Equipment Division

Three (3) changes per week for all positions including two (2) changes per week for Parts-Stock Clerks.

Parks Division Two (2) changes per week for all positions.

<u>Cemeteries Division</u> Two (2) changes per week for all positions.

Maintenance and Service Division Two (2) changes per week for all positions.

<u>Wastewater Treatment Division</u> Three (3) changes per week for all positions.

Streets Division Two (2) changes per week for all positions.

Housing Commission Two (2) changes per week for all positions.

44.00 Tool Allowance for Mechanics

For the Mechanical Equipment Repairperson II, Serviceperson Mechanic and Mechanic Equipment Repairperson I in the Division of Motor Equipment, the employer will continue to replace broken and worn out tools owned and used by Mechanical Equipment Repairperson II, Serviceperson Mechanic and Mechanic Equipment Repairperson I at a yearly cost not to exceed \$75.00 per person, per year. It is further understood that City employees shall be responsible for assigned tools lost or damaged through negligence of the employee.

The allowance shall be distributed based on procedure currently in effect in the Division of Motor Equipment.

44.10 Tool Insurance

The City shall assume the responsibility for insurance for tools owned by employees in the following classifications who supply their personal tools for the benefit of both parties: Mechanical Equipment Repairperson I, Mechanic Equipment Repairperson II, and Serviceperson-Mechanic. The City's responsibility shall be subject to the following:

- (a) An inventory of the employee's tools (including tool boxes) must be submitted to and approved by the employee's supervisor; between September 1 and October 1 of each year;
- (b) Loss of tools to theft must be the result of forced entry into the facility where the tools are kept;

- (c) <u>Damage due to fire must occur at the facility where</u> the tools are kept;
- (d) <u>Tools lost or damaged due to natural disaster at the</u> facility where the tools are kept;
- (e) Loss or damage to tools must not be the result of neglect of the employee.

The City shall not be liable for the first \$300 of any loss and the total liability of the City shall not exceed \$8,000 per incident per employee.

The employees agree to have available for use at the work site any and all tools necessary to perform the work required and which the supervisor agrees the City will insure. Such availability shall be for the succeeding twelve (12) month period.

45.00 Time Card Procedures

Employees shall punch proper time cards not more than 15 minutes prior to reporting in time. In the event of a change or error on the time card, employee is to have the time card properly verified by a foreman. Failure to have the time card verified properly by a foreman upon becoming aware of the change or not later than the next punching time (in or out) will jeopardize full payment for the shift.

46.00 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.

- 46.10 All employee pay checks will be distributed in sealed envelopes.
- 46.20 All employees shall be paid weekly.

47.00 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.

48.00 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.

The cost of living payment table will be as is listed in Exhibit "B" hereto.

Cost of Living Program: The City acknowledges that SEIU 48.10 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, 1984, 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.

49.00 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, <u>until January 1, 1991 when B-3 benefit</u> option begins.
- C. Effective August 1, 1987, or as soon after as can be implemented, Benefit Program F50 of the Municipal Employees' Retirement System statute for members of the bargaining unit who have 25 or more years of credited service.

50.00 Necessary Seven-Day Operations

50.10 Work Schedule: Crews in 24-hour continuous operations shall work in accordance with the five (5) person rotating work schedule illustrated herein as Exhibit "A". 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:

| Code | Hours of Work |
|------------------|--------------------------|
| 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) person 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:

| 7 | days | on 1st s | shift | |
|---|------|----------|--------|-------|
| 2 | days | off | | |
| 5 | days | on 2nd 1 | celief | shift |
| 4 | days | off | | |
| 7 | days | on 3rd s | shift | |
| 2 | days | off | | |
| 6 | days | on 2nd s | shift | |
| 2 | days | off | | |

Alternate Schedule 7 days on 1st shift 2 days off 5 days on relief 4 days off 6 days on 2nd shift 2 days off 7 days on 3rd shift 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.

50.20 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.

50.30 Each employee working the five (5) person rotating schedule shall be paid eight (8) hours holiday pay for holidays set forth in 37.20 which they do not work.

> Each employee working the five (5) person 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.

50.40 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.

50.50 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.

50.60 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 hall report for work outside of his/her regularly scheduled shift when notified by the employer that such work exists unless excused for good cause.

50.70 Shift Differential:

Employees at the Wastewater 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.

50.80 Employees working the 7-day operating schedule who possess a state license shall receive a lump-sum payment annually upon submission of proof of licensure to their division head as follows: Class A or B license - \$300; Class C license - \$200; Class D license \$100.

51.00 Wages

| \$500 cash bonus | | August | 1, 1988 |
|-----------------------|---------|---------|----------|
| Base wage adjustments | will be | made as | follows: |

| Two percent | (2%) | increase | July 1, 1989 |
|-------------|------|----------|--------------|
| Two percent | (2%) | increase | July 1, 1990 |

52.00 General Clauses

52.10 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.

52.20 Waiver Clause

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement; and, therefore, agree that negotiations will not be reopened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this Agreement.

- 52.30 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.
- 52.40 Any reference in the Agreement to the male sex, such has he, him or his, shall also include the female sex, such as she or her.
- 52.50 <u>A deferred compensation program will be provided for those</u> employees who wish to participate.

53.00 Term of Agreement

This Agreement shall continue in full force and effect for the period from date of execution to June 30, 1991, or the pay period in which this date falls, and thereafter until amended or modified as provided herein. Either party hereto may, on or after <u>March 1, 1991</u>, 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.

54.00 Sexual Harassment

<u>Purpose:</u> <u>Sexual harassment by law is defined as "unwelcome sexual</u> 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.

55.00 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 (2) 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 (2) 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.

56.00 Political Check-Off

The City hereby agrees to honor contribution deduction authorization 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.

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

57.00 Out of Class Work Assignments

In the event the employer needs to assign work to one or more employees, which work involves a classification allocated to a higher pay range, the assignment shall involve at least four hours of work and may only be made if all other employees in the higher class are performing the duties of their classification.

Out of class work shall be assigned to the employee with the most bargaining unit seniority in the next highest classification within the section where the work exists provided:

- 1. <u>Senior employee possesses present ability to do the required</u> work.
- 2. Senior employee is not involved in work assignments in progress.
- 3. <u>Senior employee has no specific physical limitations that he/she</u> is working under.

Exceptions to this procedure may be made by mutual written agreement in any division.

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

as By David L. Gulvas

President

By

Robert D. Campbell Vice President

By mes

Ernest P. Bixby / U Bargaining Team Member

By

William R. Bauer Bargaining Team Member

Allough. By

David Jarzabkowski Bargaining Team Member

By 6

William Bellen Bargaining Team Member

City of Saginaw By Schrem Delbert

Attest Beulen B. Bradley

Bevelyn B. Bradley Deputy City Clerk

Approved as to substance

Vernon E. Stoner City Manager

Approved as to form

Roberta L. Szydlowski

City Attorney

APPENDIX A

| CODE NO. | CLASS TITLE | RANGE |
|-----------|---|---------|
| 5032 | Custodial Worker "B" | B-9 |
| 5075 | Equipment Serviceperson I | B-14 |
| 5080 | Equipment Serviceperson II | B-16 |
| 5105 | Heavy Equipment Operator I | B-17 |
| 5045 | Laborer I | B-11 |
| 5050 | *Laborer II | B-13 |
| 5060 | *Laborer/Equipment Lubrication Specialist | B-11/15 |
| 5045-5095 | Laborer-Light Equipment Operator | B-11/14 |
| 5095 | Light Equipment Operator | B-14 |
| 5095-5105 | Light-Heavy Equipment Operator | B-14/17 |
| 5130 | Maintenance Person I | B-15 |
| 5140 | Maintenance Person II | B-17 |
| 5141 | Maintenance Person III | B-18 |
| 5143 | Maintenance Person IV | B-19 |
| 5145 | Maintenance/Pesticide Applicator | B-15 |
| 5087 | Mechanical Equipment Repair Person I | B-17 |
| 5090 | Mechanical Equipment Repair Person II | B-20 |
| 5038 | Packer Operator | B-16 |
| 0185 | *Parts Stock Clerk I "B" | B-13 |
| 0187 | Parts Stock Clerk II "B" | B-15 |
| 5125 | Parts Stock Clerk - Utilities Person II | B-18 |
| 4115 | Plant Maintenance Electrician | B-22 |
| 4025 | Plant Maintenance Mechanic "B" | B-22 |
| 4015 | Plant Operator "B" | B-19 |
| 4037 | Sewage Plant Maintenance Person I | B-15 |
| 4038 | Sewage Plant Maintenance Person II | B-17 |
| 4039 | Sewage Plant Maintenance Person III | B-20 |
| 5185 | Serviceperson - Mechanic | B-17 |
| 5165 | Tree Trimmer | B-17 |
| 5115 | Utilities Person I | B-15 |
| 5120 | Utilities Person II | B-18 |
| 5123 | Utilities Person III | B-20 |
| 4140 | Water Meter Reader | B-15 |
| | | |

*Inactive Status

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APPENDIX B

AFFIRMATIVE ACTION

The City has enacted a voluntary affirmative action plan. The Union acknowledges the authority of the City to enact affirmative action plans consistent with Title VII of the Civil Rights Act of 1964. The Union and the City agree to abide by the law and recognize the necessity of justice and equality in hiring practices. The Union and the City agree to work together to prevent discrimination as defined by law. The City shall not, in the implementation of any affirmative action plan, violate any section or sections of the principal labor agreement.

Definitions

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

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

APPENDIX C

DISPLACEMENT DUE TO SUBCONTRACTING

- (A) Employees whose jobs are affected due to subcontracting and because of their low seniority are unable to bump shall be offered other bargaining unit work which they are capable of performing satisfactorily. When subcontracting will result in the displacement of more than one employee, assignments to such bargaining unit work shall be made on the basis of bargaining unit-wide seniority.
- (B) Employees whose jobs are affected due to subcontracting and who refuse bargaining unit work which they are capable of performing shall be laid off.
- (C) It is further understood by the parties that vacancies which exist may be subcontracted since they do not involve the displacement of bargaining unit members.
- (D) The salary of employees laid off or bumped due to subcontracting shall be frozen at their rate of pay immediately preceding layoff. Such employees shall, however, continue to receive longevity and across-the-board increases.

| PRL045B RANGE & STEP 01-A | BAS | CITY OF | SAGINAW | 1989 H | | | | | | | | | | | | |
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| D | 229234 | 10.07 | 855.17 | 229414 | 10.10 | 002.007 | 229373 | 10.00 | 009.02 | 229117 | 10.75 | 013074 | 229734 | 11.04 | 002.00 | - Designation of the second |
| 02-A | 21-937 | 10-55 | 843-74 | 22,117 | 10-63 | 850.66 | 22.297 | 10.72 | 857.59 | 22,477 | 10.81 | 864.51 | 22.657 | 10.89 | 871.43 | |
| | | | 849.46 | | | 856.38 | | CONTRACTOR - CONTRACTOR - 1200 | 863.31 | | | 870.23 | | | | |
| C | 22,234 | 10.69 | 855.17 | | | 862.09 | | 10.86 | 869.02 | 22,774 | | | 22,954 | | | |
| D | 22,404 | 10.77 | 861.70 | 22,584 | 10.86 | 868.62 | 22,764 | 10.94 | 875.55 | 22,944 | 11.03 | 882.47 | 23,124 | 11.12 | 889.39 | |
| | | | | | | | AMI 27 | | 1 | | | | | A 28-14 | | |
| | | | 849.46 | | | 856.38 | | | | | | 870.23 | | | 877.15 | |
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| | | | 861.70 | | | 874.33 | | | 881.26 | 23,093 | | 882.47 | | | 895.10 | |
| D | 22,333 | 10.04 | 867.41 | 229132 | 10. 75 | 014.33 | 229713 | 11.02 | 001 • 20 | 239093 | 11.10 | 000.10 | 239213 | 11017 | 093.10 | |
| 04-4 | 22.234 | 10.69 | 855.17 | 22.414 | 10.78 | 862.09 | 22.595 | 10.86 | 869-02 | 22.774 | 10.95 | 875.94 | 22.954 | 11.04 | 882.86 | |
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| | 33 663 | 10.04 | 867.41 | 33 733 | 10.03 | 074 33 | 22.012 | 11 02 | 881.26 | 23,093 | 11.10 | 000 10 | 22.272 | 11 10 | 895.10 | a de la companya de la |
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| 07-A | 22.701 | 10.91 | 873.12 | 22,881 | 11.00 | 880.04 | 23,061 | 11.09 | 886.97 | 23,241 | 11.17 | 893.89 | 23,421 | 11.26 | 900.81 | and the second |
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| D | 23,210 | 11.16 | 892.70 | 23,390 | 11.25 | 899.62 | 23,570 | 11.33 | 906.55 | 23,750 | 11.42 | 913.47 | 23,930 | 11.50 | 920.39 | |
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| D | 24,611 | 11.83 | 946.56 | 24.790 | 11.92 | 953.48 | 24,971 | 12.01 | 960.41 | 25,151 | 12.09 | 967.33 | 25,331 | 12.18 | 974.25 | |
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| В | 24,844 | 11.94 | 955.54 | 25,023 | 12.03 | 962.46 | 25,204 | 12.12 | 969.39 | 25,384 | 12.20 | 976.31 | | | 983.23 | |
| C | 25,056 | 12.05 | 963.70 | | | 970.62 | | | 977.55 | | | 984.47 | | | 991.39 | |
| D | 25,268 | 12.15 | 971.86 | 25,448 | 12.23 | 978.78 | 25,628 | 12.82 | 985.71 | 25,808 | 12.41 | 992.63 | 25 + 98 8 | 12.49 | 999.55 | States and |
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| D | 239323 | 12.21 | 981.65 | 239102 | 12.30 | 988.57 | 23,003 | 12.94 | 995.50 | 20,003 | 12.000 | 1002.42 | 209243 | 12.02 | 1007-34 | |
| 10-4 | 35 054 | 12.05 | 963.70 | 25.226 | 12 12 | 970.62 | 25.616 | 12.22 | 977.55 | 25.596 | 12.31 | 984.47 | 25-776 | 12.39 | 991.39 | |
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| 20-A | 25,268 | 12.15 | 971.86 | 25,448 | 12.23 | 978.78 | 25,628 | 12-82 | 985.71 | 25,808 | 12.41 | 992.63 | 25,988 | 12.49 | 999.55 | |
| 8 | A STATE AND A STATE AND A STATE | | 981.65 | | | 988.57 | 25,883 | 2021 20Yes 50 | 995.50 | | 12.53 | 1002.42 | 26,243 | 12.62 | 1009.34 | |
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| D | 26,032 | 12.52 | 1001.23 | 26,211 | 12.60 | 1008.15 | 26,392 | 12.69 | 1015.08 | 26,572 | 12.78 | 1022.00 | 26,752 | 12.86 | 1028.92 | |
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| 8 | BAS | E PER STEP | AT 2% | AT 42 | AT 6% | AT 8% | |
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| | | 13.04 1042.85 | 27,294 13.12 1049.77 | 27,474 13.21 1056.70 27 | | -27,834 13.38 1070.54 | 7 |
| | 219114 | 13.04 1042.00 | 214274 13012 1047011 | 21414 13:21 1030:10 21 | 19034 13.30 1003.02 | -211034 13.30 1010.34 | |
| 25-A | 26,541 | 12.76 1020.82 | 26.721 12.85 1027.74 | 26,901 12.93 1034.67 27 | ,081 13.02 1041.59 | 27,261 13.11 1048.51 | 1 |
| B | 2270, 820, 38823 (C. S. | 12.89 1031.42 | 26,996 12.98 1038.34 | | 7,357 13.15 1052.19 | 27,537 13.24 1059.11 | |
| 0.52/12/02/02/02/02/02/02/02/02/02/02/02/02/02 | CONCERCION (CONCERCION OF CONCERCION) | 13.04 1042.85 | | | 1.654 13.30 1063.62 | 27,834 13.38 1070.54 | 10 |
| D D | | 13.19 1055.09 | 27,612 13.28 1062.01 | | 7,972 13.45 1075.86 | 28,152 13.53 1082.78 | |
| 7 | | | | | | | ") |
| . 26-A | 26,817 | 12.89 1031.42 | 26,996 12.98 1038.34 | 27,177 13.07 1045.27 27 | 7,357 13.15 1052.19 | 27,537 13.24 1059.11 | 12 |
| B | 27,114 | | 27,294 13.12 1049.77 | | 7,654 13.30 1063.62 | 27,834 13.38 1070.54 | 13 |
| | | 13.19 1055.09 | 27,612 13.28 1062.01 | 27,792 13.36 1068.94 27 | 7,972 13.45 1075.86 | 28,152 13.53 1082.78 |) |
| D | | 13.34 1067.33 | 27,930 13.43 1074.25 | | 3,291 13.60 1088.10 | 28,471 13.69 1095.02 | 14 |
| 2 | | | | | | | 15 |
| 27-A | 27,114 | 13.04 1042.85 | 27,294 13.12 1049.77 | | 7,654 13.30 1063.62 | 27,834 13.38 1070.54 |) |
| B B | 27,432 | 13.19 1055.09 | 27,612 13.28 1062.01 | | 7,972 13.45 1075.86 | 28,152 13.53 1082.78 | |
| s C | 27,751 | 13.34 1067.33 | 27,930 13.43 1074.25 | 28,111 13.51 1081.18 28 | 3,291 13.60 1088.10 | 28,471 13.69 1095.02 | 17 |
| 8 D | 28,069 | 13.49 1079.57 | 28,248 13.58 1086.49 | 28,429 13.67 1093.42 28 | 3,609 13.75 1100.34 | 28,789 13.84 1107.26 |)2 |
| n | State State | The Part of the second | | | | | E-Z-READ |
| 28 28-A | | 13.19 1055.09 | 27,612 13.28 1062.01 | | 7,972 13.45 1075.86 | | 19 10 |
| » B | | 13.34 1067.33 | 27,930 13.43 1074.25 | | 3,291 13.60 1088.10 | 28,471 13.69 1095.02 |) • |
| <u> </u> | | 13.49 1079.57 | | | 3,609 13.75 1100.34 | 200107 13004 1101020 | 20 |
| ייג D | 28,429 | 13.67 1093.44 | 28,609 13.75 1100.36 | 28,790 13.84 1107.29 28 | 3,969 13.93 1114.21 | 29,149 14.01 1121.13 | 21 |
| 32 | | | | | | |) |
| 30 29-A | | 13.34 1067.33 | 27,930 13.43 1074.25 | | 8,291 13.60 1088.10 | 28,471 13.69 1095.02 | " |
| и В | | 13.49 1079.57 | 28,248 13.58 1086.49 28,609 13.75 1100.36 | | 8,609 13.75 1100.34 8,969 13.93 1114.21 | 28,789 13.84 1107.26 29,149 14.01 1121.13 | 23 |
| 35 C | | 13.67 1093.44 | 28,969 13.93 1114.23 | | ,330 14.10 1128.08 | 29,510 14.19 1135.00 | 24 |
| 36 D | 20,170 | 13.84 1107.31 | 20,707 13.73 1114.25 | | 14.10 1120.00 | 271510 14-17 1155-00 | |
| 30-A | 28,069 | 13.49 1079.57 | 28,248 13.58 1086.49 | 28,429 13.67 1093.42 28 | 8,609 13.75 1100.34 | 28,789 13.84 1107.26 | 8) |
| 34 3U-A 39 B | 28,429 | States of the second states and the | 28,609 13.75 1100.36 | | 8,969 13.93 1114.21 | 29,149 14.01 1121.13 | 26 |
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| 41 D | 29,108 | | | | 9,648 14.25 1140.32 | 29,828 14.34 1147.24 | 2/ |
| 42 | 2.772.00 | | | | and the second se | | 28 |
| 4) 31-A | 28,429 | 13.67 1093.44 | 28,609 13.75 1100.36 | 28,790 13.84 1107.29 21 | 8,969 13.93 1114.21 | 29,149 14.01 1121.13 | ~ |
| - B | 28,790 | | | | 7,330 14.10 1128.08 | 29,510 14.19 1135.00 | |
| s C | | 13.99 1119.55 | | 29,468 14.17 1133.40 29 | 9.648 14.25 1140.32 | 29,828 14.34 1147.24 | 30 |
| 46 D | | 14.18 1134.24 | 29,670 14.26 1141.16 | 29,850 14.35 1148.09 30 | 0,030 14.44 1155.01 | 30,210 14.52 1161.93 | 31 |
| 47 | | | | | | | • • |
| 40 32-A | 28,790 | 13.84 1107.31 | 28,969 13.93 1114.23 | | 9,330 14.10 1128.08 | 29,510 14.19 1135.00 | 32 1 |
| 49 B | 29,108 | | 29,288 14.08 1126.47 | | 9.648 14.25 1140.32 | 29,828 14.34 1147.24 | |
| 50 C | 29,490 | | 29,670 14.26 1141.16 | | 0,030 14.44 1155.01 | 30,210 14.52 1161.93 | |
| 51 O | 29,872 | 14.36 1148.93 | 30,052 14.45 1155.85 | 30,232 14.53 1162.78 30 | 0,412 14.62 1169.70 | 33,592 14.71 1176.62 | JA CA |
| 52 | | | | | | | 35 6 |
| 15 33-A | | 13.99 1119.55 | 29,288 14.08 1126.47 | | 7,648 14.25 1140.32 | 29,828 14.34 1147.24 |) Bus ne |
| × B | and the second of the second se | 14.18 1134.24 | 29,670 14.26 1141.16 | | 0,030 14.44 1155.01 | Joreno Litore rivero | = |
| 5% C | | 14.36 1148.93 | 30,052 14.45 1155.85 | · · · · · · · · · · · · · · · · · · · | 0,412 14.62 1169.70 0,794 14.80 1184.39 | 30, 592 14.71 1176.62 | " |
| 1% D | 30,234 | 14.55 1163.62 | 30,434 14.63 1170.54 | 30,614 14.72 1177.47 30 | 11.00 1104.39 | 30.914 14.09 1191.31 | |
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| ANGE | BAS | SE PER S | STEP | | AT 2% | x | | BASE | E WITH LON | NGEVITY | AT 63 | 2 | | AT 83 | 9 | |
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| | | | BI-WKLY | ANNUAL | | BI-WKLY | ANNUAL | | BI-WKLY | ANNUAL | | BI-WKLY | ANNUAL | A REAL PROPERTY AND A REAL | BI-WKLY | Consecution of the |
| 34-A | 29,490 | 14.18 | 1134.24 | 29,670 | 14.26 | 1141.16 | 29,850 | 14.35 | 1148.09 | 30.030 | 14.44 | 1155.01 | 30.210 | 14.52 | 1161.93 | |
| B | 29,872 | 14.36 | 1148.93 | 30,052 | 14.45 | 1155.85 | 30,232 | 14.53 | 1162.78 | 30,412 | 14.62 | 1169.70 | 30, 592 | 14.71 | 1176.62 | |
| C | | | 1163.62 | | | 1170.54 | | | 1177.47 | | | 1184.39 | | | 1191.31 | |
| D | 30,001 | 19.19 | 1179.12 | 30 + 83 1 | 14.03 | 1186.04 | 31,011 | 14.91 | 1192.97 | 31,191 | 15.00 | 1199.89 | 31,377 | 15.09 | 1206.81 | and all the second |
| 35-A | | | 1148.93 | | | 1155.85 | | | 1162.78 | | | 1169.70 | 30, 592 | 14-71 | 1176.62 | |
| | 30,254 | | | | | 1170.54 | | | 1177.47 | | | 1184-39 | | | 1191.31 | |
| CD | | | 1179.12 | | | 1186.04 | | | 1192.97 1207.66 | | | 1199,89 | | | 1206-81 | |
| | | | | | | | | | LUTUU | 511517 | | 1211050 | 511151 | 1962. | 1221070 | |
| 36-A | 20000000000000000000000000000000000000 | ····· | 1163.62 | 2007) · 1000,000 (| | 1170.54 | | | 1177.47 | *************************************** | 100 122.04 124 | 1184.39 | | | 1191.31 | |
| | 30,657 | | 1193.81 | | | 1186.04 | | | 1192.97 | | | 1199.89 | 19 18 7 | the property of the second of the | 1206.81 | |
| D | | | 1209.31 | | | 1216.23 | | | 1223.16 | | | 1230.08 | | | 1237.00 | |
| | And a strength | | | | | | | | | | | | | | | |
| 37-A B | | | 1179.12 | | | 1186.04 | | | 1192.97 | | | 1199.89 | | | 1206.81 | |
| Č | | | 1209.31 | | | 1216.23 | | | 1223.16 | | | 1214.58 | | | 1221.50 | |
| | 31,866 | | | | | 1232.55 | | | 1239.48 | | ······································ | 1246.40 | The second second second | a state was break the w | 1253.32 | |
| 22-4 | 21 0 20 | 14 07 | 1102 81 | 21,218 | 15 01 | 1200.73 | 21. 300 | 15.10 | 1 207 66 | 21 570 | 15 10 | 1214 50 | 21. 75.0 | 15 27 | 1222 50 | |
| 38-A B | | | 1193.81 | | | 1200.73 | | | 1207.66 | | | 1214.58 1230.08 | | | 1221.50 | |
| C | 31,866 | 15.32 | 1225.63 | 32,046 | 15.41 | 1232.55 | 32+226 | 15 - 9 | 1239.48 | 32,406 | 15.58 | 1246.40 | | | 1253.32 | |
| D | 32,312 | 15.53 | 1242.77 | 32,491 | 15.62 | 1249.69 | 32+672 | 15.71 | 1256.62 | | | 1263.54 | 33.032 | 15.88 | 1270.46 | and the state of the |
| 39-A | 31-442 | 15-12 | 1209.31 | 31.621 | 15-20 | 1216.23 | 31-802 | 15.29 | 1223.16 | 31-982 | 15-38 | 1230.08 | 32-162 | 15-46 | 1237.00 | A B. ALM |
| B | | | 1225.63 | and the second se | | 1232.55 | | | 1239.48 | | The second se | 1246.40 | | | 1253.32 | |
| C | | | 1242.77 | 32,491 | 15.62 | 1249.69 | | | 1256.62 | 32,852 | 15.79 | 1263.54 | 33,032 | 15.88 | 1270.46 | |
| D | 32,715 | 15.13 | 1258-21 | 32+894 | 15.81 | 1265 • 19 | 33,015 | 15.90 | 1272.12 | 33,255 | 15.99 | 1279.04 | 33,435 | 16.07 | 1285.96 | A State State |
| 40-A | 31,866 | 15.32 | 1225.63 | 32,046 | 15.41 | 1232.55 | 32,226 | 15.49 | 1239.48 | 32,406 | 15.58 | 1246.40 | 32,586 | 15.67 | 1253.32 | min the other of |
| B | 32,312 | 15.53 | 1242.77 | 32,491 | 15.62 | 1249.69 | 32,672 | 15.71 | 1256.62 | 32,852 | 15.79 | 1263.54 | 33,032 | 15.88 | 1270.46 | |
| CD | | | 1258.27 | and the second se | | 1265.19 | | | 1272.12 | | | 1279.04 | | | 1285.96 | |
| U | 339667 | 17.7. | 1211.000 | TOTOC | 10.00 | 1204010 | 339707 | 10.17 | 1291.071 | 339107 | 10.23 | 1290.03 | 339747 | 10.52 | 1305.55 | |
| | | | | | | Sec. | | | | | at the second | Styles Styles | | | A | |
| | AS ALLANDA | | Alter Market | Contraction of the second | | Carto ball college | CONSCRETE ON | | | And the second s | V Marine a | in the arrange | 1 | All and the second | | A State of the second |
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| San San | and the second | Star Jane | 1. States | 1. 20 33 | (maria) | A State of the second s | | | A. in the we | a the second | | | and the second | | | A |
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| ** | in it was | and it was | A WAR AN AL | - | | All in the | | | | - | | | | | | |
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| | | A REAL PROPERTY | | | • | | | | | | | | | | | |
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| | PRL045 RANGE | | | | | | | COMP | | WITH LC | NGEVITY | | 01 1990 | | | | |
|-----------|--------------------------------------|-----------------------------|---|---------|--|--------|---------|---------|--------|----------|----------|---------------------------------------|---------|---------------------------------------|--|--|--|
| | 8 | BAS | E PER S | TEP | 01401 | AT 2% | | | AT 4% | | | AT 6% | | | AT 82 | | |
| 1 | STEP | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | a province . |
| 2 | | 22 225 | 10 (0 | 8 EA 70 | 33 604 | 10 77 | 941 71 | 22 5 85 | 101.84 | | 22,765 | 10.01 | 076 64 | | | | |
| <u>ال</u> | B | 22.376 | | | | | 867.53 | | | 874.46 | 22,916 | | | 23,096 | | | <u>an, Alin (197</u> |
| | č | 22,528 | | | | | 873.37 | | | 880.30 | | | 887.22 | | | 894.14 | 3 |
| | D | 22,679 | | | | | 879.19 | | | 886.12 | | | | | | 899.96 | |
| 7 | | | | | | | | | | voorre | LUTLI | | | 231311 | | 01110 | |
| 8 | 02-A | 22,376 | 10.76 | 860-61 | 22, 555 | 10.84 | 867.53 | 22,736 | 10.93 | 874.46 | 22,916 | 11.02 | 881.38 | 23,096 | 11.10 | 888.30 | 5 |
| 9 | | | | 866.45 | | | | | | | | | | 23+248 | The second se | CO | |
| 0 | C | 22,679 | 10.90 | 872.27 | 22,858 | 10.99 | 879.19 | 23,039 | 11:08 | 886.12 | 23,219 | 11.16 | 893.04 | 23,399 | 11.25 | 899.95 | , |
| - | D | 22,852 | 10.99 | 878.93 | 23,032 | 11.07 | 885.85 | 23,212 | 11:16 | 892.78 | 23,392 | 11.25 | 899.70 | 23,572 | 11.33 | 906-62 | 1000 |
| 3 | 03-A | 22,528 | 10.83 | 866.45 | 22,707 | 10.92 | 873.37 | 22,888 | 11.00 | 880.30 | 23,068 | 11.09 | 887.22 | 23,248 | 11.18 | 894.14 | General. |
| 4 | В | 22,679 | 10.90 | 872+27 | 22,858 | 10.99 | 879.19 | 23,039 | 11.08 | 886.12 | 23,219 | 11.16 | 893.04 | 23,399 | 11.25 | 899.96 | in the second second |
| 5 | С | | | | | | | | | | 23,392 | | | 23,572 | 11.33 | 906.62 | 10 |
| 6 | D | 23,004 | 11.06 | 884.76 | 23,183 | 11.15 | 891.68 | 23, 364 | 11:23 | 898.61 | 23,544 | 11.32 | 905.53 | 23,724 | 11.41 | 912.45 | |
| 17 | 04-A | 22,679 | 10.90 | 872.27 | 22,858 | 10.99 | 879.19 | 23,039 | 11.08 | 886.12 | 23,219 | 11.16 | 893.04 | 23, 399 | 11.25 | 899.96 | 12 |
| 9 | B | | THE REAL PROPERTY AND ADDRESS OF THE REAL PROPERTY. | 878.93 | | | 885.85 | 23,212 | 11.16 | 892.78 | 23, 392 | | | | | 906.62 | a station is the |
| , | c | | | 884.76 | | | | | | 898.61 | | - Sty D. T. Che and a straight of the | 905.53 | · · · · · · · · · · · · · · · · · · · | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 912.45 | 14 A A A A A A A A A A A A A A A A A A A |
| n | | | | 890-58 | | | | | | | | | | | | 918.27 | 14 |
| 2 | 05-4 | 22.852 | 10.99 | 878.93 | 23.032 | 11.07 | 885.85 | 23.212 | 11.16 | 892.78 | 23,392 | 11.25 | 899.70 | 23,572 | 11.33 | 90.6.62 | 15 |
| 4 | | | | 884.76 | | | | | | 898.61 | | | | | | 912.45 | 16 |
| | <u> </u> | 23-155 | 11.13 | 890.58 | 23.335 | 11.22 | 897.50 | 23.515 | 1131 | 904.43 | 23.695 | 11.39 | 911.35 | 23.875 | 11.48 | 918-27 | The second second |
| 5 | | 23,328 | | | | | 904.16 | 23,688 | 11 39 | 911.09 | 23,868 | | 918.01 | | | | and the second |
| 7 | 06-4 | 23.004 | 11.06 | 884.76 | 23.183 | 11.15 | 891.68 | 23.364 | 11.23 | 898.61 | 23-544 | 11.32 | 905.53 | 23-724 | 11.61 | 912.45 | |
| | B | | | | 23, 335 | | | | | 904.43 | | | 911.35 | | | 918-27 | 19 |
| | | | | 897.24 | | | | | | 911.09 | | | | | | 924.93 | 20 |
| | | | | 903.90 | | | 910-82 | | | | 24,041 | | | | | | 100 - 1 - 1 - 1 |
| 2 | | | | | | | 1.00 | | | | | | | | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | | |
| | 07-A | 23,155 | 11.13 | 890.58 | 23,335 | 11.22 | 897.50 | | | | 23,695 | 11.39 | 911.35 | 23,875 | 11.48 | 918.27 | 2 |
| | B | 23,328 | 11.22 | 897.24 | | | 904.16 | | | 911.09 | | | | 24,048 | 11.56 | 924.93 | 23 |
| | С | 23, 501 | | | | | 910.82 | | | 917.75 | | | | | | 931.59 | |
| | D | 23,674 | 11.38 | 910.55 | 23,854 | 11.47 | 917.47 | 24,034 | 11.56 | 924.40 | 24,214 | 11.64 | 931.32 | 24,394 | 11.73 | 938.24 | 24 |
| | 0.8-4 | 23.328 | 11.72 | 897.24 | 23+508 | 11.30 | 904.16 | 23.688 | 11 39 | 911.09 | 23,868 | 11.48 | 918-01 | 24,048 | 11-56 | 974-93 | 25 |
| | | | | 903.90 | | | | | | 917.75 | | | | 24,221 | 100 12 1 | | 26 |
| 0 | | | | 910.55 | | | 917.47 | | | 924.40 | | | 931.32 | | | 938.24 | 27 |
| 1 | D | 23,869 | 11.48 | 918.05 | 24,049 | 11.56 | 924.97 | 24,229 | 11.65 | 931.90 | 24,409 | 11.74 | 938.82 | 24,589 | 11.82 | 945.74 | |
| 2 12 | 09-A | 23-501 | 11.30 | 903.90 | 23.681 | 11.39 | 910.82 | 23,862 | 1147 | 917.75 | 24.041 | 11.56 | 924.67 | 24.221 | 11.64 | 931.59 | |
| 4 | a source of the second second second | | | 910.55 | and the second s | | 917.47 | | 11 56 | 924.40 | | | | 24,394 | 11.73 | 938.24 | |
| S SA | | | | | | | | | | | 24,409 | | | 24,589 | | | 30 |
| 6 | D | 24,042 | 11.56 | 924.71 | 24,222 | 11.65 | 931.63 | 24,403 | 11:73 | 938.56 | 24.582 | 11.82 | 945.48 | 24,762 | 11.91 | 952.40 | 31 |
| 48 | 10-A | 23.674 | 11.38 | 910-55 | 23.854 | 11.47 | 917.47 | 24.034 | 11.56 | 924 - 40 | 24,214 | 11.64 | 931-32 | 24,394 | 11.73 | 938-74 | 32 |
| 10 | B | | | 918.05 | | | 924 .97 | | | 931.90 | 24,409 | 11.74 | 938.82 | 24,589 | | | |
| 50 | č | and a product of a straight | and the second second second | 924.71 | | | 931.63 | | | 938 . 56 | -24, 582 | | | 24,762 | | | |
| 51 | D | | | 931.36 | | | | | | | 24,755 | | | 24,935 | | | 34 |
| 52 | 11-4 | 23.869 | 11.48 | 918.05 | 24-049 | 11-56 | 974-97 | 24.229 | 11.65 | 931 - 90 | 24,409 | 11.74 | 938-82 | 24,539 | 11.82 | 945-74 | 35 |
| 54 | B | 24-042 | 11-56 | 924.71 | 24.222 | 11-65 | 931.63 | 24.403 | | | 24,582 | | | 24.762 | | | .14 |
| 55 | C | 24.215 | 11.64 | 931.36 | 24.395 | 11.73 | 938.28 | 24.575 | 11.82 | 945.21 | 24,755 | 11.90 | 952.13 | 24,935 | Contraction of the second seco | the state of the local division of the state | |
| 55 | | | | 940.52 | 24,633 | 11.84 | 947.44 | 24,814 | 11.93 | 954.37 | 24,994 | 12.02 | 961.29 | 25,173 | | | 1. |
| 51 | | | | | | | | | L | | | | | | | | |

| PRL045 RANGE | в | CITY OF | SAGINAW | 1990 H | OURLY | | COMP | | N PLAN B | | JULY | 01 1990 | | 1 500 | | | 17 |
|---|--|---|---|---|---|---------------|---|--|---|--|--|-------------------|--|-------------------------------------|---------------|--|--------|
| 8 | BAS | E PER S | TEP | | AT 2% | (11) - A.S. | | AT 42 | | | AT 6% | Co she has | | AT 83 | | | · ' |
| STEP | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | ANNUAL | | BI-WKLY | ANNUAL | HOURLY | BI-WKLY | | 1 1 |
| 2 | 24.042 | 11 54 | 026 71 | 36 333 | 11 45 | 931.63 | 26 602 | 11 72 | - 030 54 | 24 692 | 11 02 | 945 69 | 74 76 7 | 11 01 | 052 40 | |) 0.14 |
| B | | | 931.36 | | A. C. O CLIMPS CREEK | 938.28 | | | 930.20 | 24.582 | | 952.13 | | | 952.40 | | |
| č | | | 940.52 | | | 947.44 | | | 954.37 | | | 961.29 | | | 968.21 | | • > |
| • D | 24,648 | | | | | 954.93 | | | 961.86 | | | 968.78 | 25,368 | | 975.70 | | 4 |
| 7 | | | | 2 C 3 C | | | Ng Maria W | | | | | | | | | in particular in the second | 5 |
| · 13-A | | Contraction and the second | 931-36 | 1 | | 938.28 | 20010000000000000000000000000000000000 | | 945.21 | | | 952-13 | Contraction of the Contraction of the | | 959.05 | |) |
| , B | | | 940.52 | | | 947.44 954.93 | | | 954.37 961.86 | | | 961.29 968.78 | 25,113 | | 968.21 975.70 | | |
| 10 C | | | 956.33 | | | 963.25 | a base of the second second | | 970.18 | | | 977.10 | | | 984.02 | | 7 . |
| 12 | 211005 | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 227011 | | | LITLES | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 237103 | | | | | | | |
| 13 14-A | 24,454 | 11.76 | 940.52 | 24,633 | 11.84 | 947.44 | 24.814 | 11.93 | 954.37 | 24,994 | 12.02 | 961.29 | 25,173 | 12.10 | 968.21 | 111 T | |
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|)17 10 15-A | 24-648 | 11-85 | 948.01 | 24-828 | 11-94 | 954.93 | 25-008 | 12-02 | 961.86 | 25-188 | 12-11 | 968.78 | 25.368 | 12-20 | 975.70 | an and all a | 12 |
| II B | | | 956.33 | | | 963.25 | | | 970.18 | the second | | 977.10 | | | 984.02 | Same and the second | 31. |
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| 21 D | 25,341 | 12.18 | 974.65 | 25,520 | 12.27 | 981.57 | 25,701 | 12.36 | 988.50 | 25,881 | 12.44 | 995.42 | 26,061 | 12.53 | 1002.34 | 1 | • |
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| 20 17-A | 25,103 | 12.07 | 965.49 | 25,282 | 12.16 | 972.41 | 25,463 | 12.24 | 979.34 | 25,643 | 12.33 | 986.26 | 25,823 | 12.41 | 993.18 | | END |
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| 31 D | 25,774 | 12.39 | 991.30 | 25,953 | 12.48 | 998.22 | 26,134 | 12.56 | 1005.15 | 26,314 | 12.65 | 1012.07 | 26,494 | 12.74 | 1018.99 | 2 | |
| 12 | 25 241 | 17 10 | 974.65 | 25.520 | 12 27 | 981.57 | 25.701 | 12 74 | 988.50 | 25.891 | 12-64 | 995.42 | 26-061 | 12.53 | 1002.34 | | 2 |
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| 40 C | | | 1001.28 | | | 1008.20 | | | 1015.13 | | | 1022.05 | | | 1028.97 | 1 | 7 |
|)41 U | 209211 | 12.05 | 1010.43 | 201451 | 12012 | 1011035 | 201031 | 12.000 | 1027020 | 209011 | 11.007 | | 201111 | 120 70 | 1000011 | | 28 |
| 0 20-A | 25,774 | 12.39 | 991.30 | 25,953 | 12.48 | 998.22 | 26,134 | 12.56 | 1005.15 | 26,314 | 12.65 | 1012.07 | 26,494 | 12.74 | 1018.99 | CALCULATION ST. | 29 |
|)4 B | and the second sec | | 1001.28 | 26,213 | 12.60 | 1008.20 | | | 1015.13 | | | 1022.05 | | | 1028.97 | | • |
| 45 C | | | 1010.43 | | and sold an | 1017.35 | | | 1024.28 | | | 1031.20 | | | 1038.12 | | 0 |
| 46 D | 26,553 | 12.77 | 1021.25 | 26.732 | 12.85 | 1028.17 | 26,913 | 12.94 | 1035.10 | 27,093 | 13.03 | 1042.02 | 27,272 | 13.11 | 1048.94 | | н |
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| 52 | | | - | | | | - | | | S. AND MARK | Nan III | | | | | | 15 |
| 150 22-A | | | 1010.43 | | | 1017.35 | | | 1024-28 | | | 1031-20 | | | 1038.12 | | , 9 |
| я В | | | 1021-25 | | | 1028.17 | | | 1035.10 | | | 1042.02 | | | 1048.94 | | |
| ss C | | | 1031.24 | | | 1038.16 | | | 1045.09 | | And a first second s | 1052.01 | | | 1058.93 | | " - 1 |
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| D | 27,353 | 13.15 1052.05 | 27,533 13.24 1058.97 | 27,713 13.32 1065.90 | 27,893 13.41 1072.82 | 28,073 13.50 1079.74 |
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| U | 214701 | 13.43 1010.17 | 201100 13.54 1005.11 | 20,541 15.55 1070.04 | 204521 15-11 1090-90 | 200101 13.00 1103.00 |
| 26-A | 27.353 | 13.15 1052.05 | 27,533 13.24 1058.97 | 27,713 13.32 1065.90 | 27,893 13.41 1072.82 | 28,073 13.50 1079.74 |
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| 29-A | 28.306 | 13.61 1088.68 | 28,485 13.70 1095.60 | 28,666 13.78 1102.53 | 28,846 13.87 1109.45 | 29,026 13.95 1116.37 |
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| c | and the second se | 13.94 1115.31 | 29,177 14.03 1122.23 | | 29,538 14.20 1136.08 | |
| D | | 14.12 1129.46 | 29,545 14.20 1136.38 | | 29,906 14.38 1150.23 | |
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| 30-A | 28,630 | 13.76 1101.16 | 28,810 13.85 1108.08 | 28,990 13.94 1115.01 | 29,170 14.02 1121.93 | 29,350 14.11 1128.85 |
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| C | | 14.12 1129.46 | 29,545 14.20 1136.38 | | 29,906 14.38 1150.23 | |
| D | 29,690 | | 29,870 14.36 1148.86 | | 30,230 14.53 1162.71 | |
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| 31-A | 28,998 | 13.94 1115.31 | 29,177 14.03 1122.23 | 29,358 14.11 1129.16 | 29,538 14.20 1136.08 | 29,718 14.29 1143.00 |
| B | | 14.12 1129.46 | 29,545 14.20 1136.38 | | | |
| С | 29,690 | 14.27 1141.94 | 29,870 14.36 1148.86 | 30,051 14.45 1155.79 | 30,230 14.53 1162.71 | 30,410 14.62 1169.63 |
| D | 30,080 | 14.46 1156.92 | 30,259 14.55 1163.84 | 30,440 14.63 1170.77 | 30,620 14.72 1177.69 | 30,800 14.81 1184.61 |
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| 32-A | | 14.12 1129.46 | 29,545 14.20 1136.38 | 29,726 14.29 1143.31 | 29,906 14.38 1150.23 | 30,086 14.46 1157.15 |
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| D | 30,470 | 14.65 1171.91 | 30,649 14.74 1178.83 | 30,830 14.82 1185.76 | 31,010 14.91 1192.68 | 31,190 15.00 1199.60 |
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| 34-A | 30.000 | 14.46 1156.92 | 20.250 | 14.55 1163.84 | 20 440 | 14.63 1170.77 | 20 420 | 14 22 1122 40 | 20 000 | 14 01 1104 41 | |
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| č | | 14.84 1186.89 | | 14.92 1193.81 | | 15.01 1200.74 | | 15.10 1207.66 | | 15.18 1214.58 | |
| D | 31,270 | 15.03 1202.70 | 31,450 | 15.12 1209.62 | 31,630 | 15.21 1216.55 | | 15.29 1223.47 | | 15.38 1230.39 | |
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| 36-4 | 30.859 | 14.84 1186.89 | 31.039 | 14.92 1193.81 | 31.219 | 15.01 1200.74 | 31.300 | 15.10 1207.66 | 31. 570 | 15.18 1214.58 | |
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| C | 31,660 | 15.22 1217.69 | | 15.31 1224.61 | 32,020 | 15.39 1231.54 | 32,200 | 15.48 1238.46 | 1 26 2 | 15.57 1245.38 | |
| D | 32,071 | 15.42 1233.50 | 32,250 | 15.51 1240.42 | 32,431 | 15.59 1247.35 | 32,611 | 15.68 1254.27 | 32,791 | 15.76 1261.19 | |
| 37-A | . 31,270 | 15.03 1202.70 | 31,450 | 15.12 1209.62 | 31,630 | 15.21 1216.55 | 31,810 | 15.29 1223.47 | 31,990 | 15.38 1230.39 | |
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| D | | 16.29 1303.42 | | 16.38 1310.34 | | 16.47 1317.27 | | 16.55 1324.19 | | 16.64 1331.11 | |
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APPENDIX E

SEIU - HOURLY BLUE CROSS/BLUE SHIELD BENEFITS

| Code | Description of Benefits |
|--------------|---|
| Letters | bescription of benefits |
| СОМР | 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. |

APPENDIX E (Continued)

SEIU - HOURLY BLUE CROSS/BLUE SHIELD BENEFITS

Letters Description of Benefits

PD 300 Prescription Drug: \$3.00 co-pay; member pays \$3.00 for each prescription or refill.

MMCI

EF

Code

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.

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 for Medicare benefits which are also BC/BS benefits.

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

APPENDIX F

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.

Non-Danal

| | Plan Pays | Patient Pays | Payment |
|--|----------------------------------|--------------|----------------------|
| | . Paid in Full . Paid in Full | -0- -0- | \$ 55.00 \$ 40.00 |
| Lenses - (Pair) | | | |
| | 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





