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Marysville, City of.

Paul Beethin
6843 Jewell Road
St. Clair, Mich. 48079

CONTRACT BETWEEN LOCAL 516 M BUILDING
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

AND

CITY OF MARYSVILLE, MICHIGAN

This Contract made this _____ day of _____, 19 _____
by and between the City of Marysville, hereinafter designated as the "Employer";
and employees of the City of Marysville affiliated with the BUILDING SERVICE
EMPLOYEES INTERNATIONAL UNION AFL-CIO, hereinafter designated as the
"Union."

WITNESSETH in consideration of the premises and the mutual covenants
and promises of the parties, hereto, it is hereby agreed as follows:

PREAMBLE

Purpose

1. It is the purpose and intent of the parties to this agreement that it shall promote mutual cooperation and further the welfare of the City, and its employees, to set forth the general policy of the City on personnel and procedure, to establish uniform and equitable rates of pay and hours of work, to provide for a disposition of grievances, and to improve the efficiency of all municipal services so that the citizens of Marysville can be assured of the greatest return for their tax dollar.

RECOGNITION

Unit Defined

2. The City will recognize the Union as the exclusive representative and agent for all employees of the Department of Public Works, Sewage Treatment Plant, and Water Filtration Plant, excepting the Superintendent and General Foreman of the Public Works Department, and excepting the Water Superintendent, the Water Plant Chief Operator, and the Sewage Superintendent, all of whom are hereby declared not eligible for union membership.

Rights of Individual

2. (a) In the event an individual employee desires to represent himself in the processing of his own grievance, the employer will notify the Union of his intent. The Union shall be allowed to (if it so desires) have a representative witness any, and/or all discussions and adjustments which may result therefrom, which shall be consistent with the terms of this agreement.

EMPLOYER-EMPLOYEE DEFINED

3. The term "employee" as used in this agreement shall mean, any employee who is eligible for membership in the Union, within the bargaining unit, as described in Paragraph 2 above. The term "employer" or "City", as used in this agreement shall mean the appropriate person or persons having jurisdiction to consider the subject.

MANAGEMENT RIGHTS CLAUSE

4. The management and the direction of the working forces, including all responsibilities, powers and authorities, such as (by way of example and not by way of limitation) the right to select, hire, promote, to discipline for just cause, to direct and determine the size of the working force, to schedule the work, the abandonment of any operation, the schedule of hours and shifts, the granting of increases, promotion, demotion, layoff and recall, contracting or arranging for work to be done by others, and the establishment of reasonable work rules, except such as are specifically relinquished or modified by provisions of this agreement, are the sole and exclusive rights and responsibilities of management vested in the Employer.

4 (a) No Strike or Lockout.

It is understood and agreed that the services performed by City employees included in this agreement are essential to the public health, safety and welfare. The union therefore agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services. The administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in normal and usual operation of City services.

UNION SECURITY

5. All employees covered by this agreement who are members of the Union at the time this agreement is ratified or who hereafter become members thereof during the term of this agreement must as a condition of continued employment retain their membership in the Union for the duration of this agreement. Each employee covered by this agreement who fails to acquire or maintain membership in the Union shall be required, as a condition of employment, beginning on the 31st day following the beginning of such employment or the date of the signing of this agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the union's regular and usual initiation fee and monthly dues and for each month thereafter, in an amount equal to the regular and usual monthly dues.

DEDUCTION OF UNION DUES

6. The employer will honor written assignments of wages to the Union for the payment of Union Dues. The employer will promptly remit the dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made the last pay period of each month for the then current Union Dues.

REPRESENTATION

7. All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the employees.
8. Bargaining Committee Defined:
The bargaining committee shall be composed of three employees elected from the various departments, the division unit chairman, the vice chairman, and the chief steward. The chief negotiator for the City will maintain minutes of collective bargaining meetings. Negotiations shall be conducted 50% on City time and 50% on employees time.

JOB STATUS AND FUNCTION OF UNION OFFICERS

9. Grievance Committee
Committeemen, Stewards and/or Alternates shall be paid by the employer for time lost in processing of grievances related to their department during their regularly scheduled working hours, at their regularly scheduled earned rate.
10. Department Stewards and Alternates
Committeemen, Stewards and/or Alternates shall be governed by established rules, regarding the handling of employee grievances and negotiations as are indicated in the grievance procedure. However, members of the committee and the Local Union President, may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible, but not less than 4 hours, by the President of the Local Union, chairman of Marysville unit of the Local, or International or Council Representatives.
11. The names of committeemen, steward and alternate steward shall be given in writing to the employer. No. committeeman, steward or alternate shall function as such, until the employer has been advised of his selection in writing by the officers of the Local Union, Chairman of the division or an International or Council Representative. Any changes in committeemen, stewards or alternates shall be reported to the employer in writing as far in advance as possible.

12. Executive Officers of the International Union and/or Joint Council and/or their representatives duly authorized by the president of the council to represent the union, and/or the president of the Local Union, will be permitted to participate in any discussion relative to hours, wages and working conditions.
13. Any committeeman, steward or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievances.

GRIEVANCE PROCEDURE

14. Purpose
The purpose of this Section is: (1) to provide opportunity for discussion of any request or complaint, and (2) to establish procedures for the processing and settlement of grievances as defined in Sub-section (a) of this Section.
- 14 (a) Definition of Grievance
"Grievance" as used in this Agreement is limited to a complaint which involves the interpretation or application of, or compliance with, the provisions of this Agreement.
15. Grievance Procedure
Step 1. Any employee who believes that he has a justifiable request or complaint shall within 48 hours discuss the request or complaint with his foreman, with or without a steward being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his steward and in such event the steward, if he believes the request or complaint merits discussion, shall take it up with the employee's foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. In the event that his steward is not available, all Union functions in this step shall be handled by the alternate Steward or Bargaining Committee Chairman.
16. If the foreman and the steward after full discussion feel the need for aid in arriving at a solution, they may invite the Bargaining Committee Chairman and/or the Superintendent for the D.P.W. to participate in further discussion, but such additional participants shall not relieve the foreman and steward from responsibility for solving the problem.
17. However, if a complaint or request has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2 if after review, the steward and the Bargaining Committee Chairman determine that it constitutes a meritorious grievance.

18. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms, furnished by the Employer, promptly after the conclusion of the Step 1 discussions. It shall be dated and signed by the steward and Bargaining Committee Chairman and by the aggrieved employee or employees, wherever possible. When the aggrieved employee (or employees) does not sign, the grievance shall specify by name the aggrieved employee (or employees) involved, unless all employees in the department are involved. The grievance form shall include such information and facts as may be of aid to the Employer and the Union in arriving at a fair, prompt, and informed decision. The foreman, promptly upon submission to him of the written grievance, shall write on the grievance form: "The steward and/or employee and I have fully discussed this grievance and I have determined as follows: (disposition and brief explanation)," indicate the date he received the grievance form, sign it and deliver it to the Department Superintendent.
19. Step 2. A grievance in this step shall be discussed at a meeting of the Department Superintendent, Steward and/or Bargaining Committee Chairman, which shall be scheduled at a mutually satisfactory time, but not later than five (5) days following the date the grievance was signed by the foreman involved or not later than ten (10) days following the filing of an appropriate grievance in this Step 2. The Department Superintendent shall give his answer not later than five (5) days after the date of the meeting. If the decision in Step 2 is not appealed to Step 3, within five (5) days of the receipt of the answer in Step 2, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.
20. Grievances which allege violations directly affecting employees working in more than one department shall be filed initially in Step 2 and be answered by the City Manager or his representative.
21. Step 3. If the grievance is not settled in Step 2, notice of appeal to Step 3 must be given in writing to the City Manager not later than five (5) days following disposition of the grievance in Step 2.
22. If the Employer's decision in Step 2 is not appealed to Step 3 within the prescribed time limit, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal. In exceptional cases, however, where the Union can satisfactorily demonstrate that the failure of the Union representative charged with the responsibility for such appeal was caused by conditions justifiable under the circumstances and does, in fact, appeal within five (5) days from the date of the default, the appeal shall be accepted as though it had been timely. The Employer's liability for any retroactive payments resulting from the application of the preceding sentence shall exclude the period of the delay in the appeal.

23. Such grievance shall then be promptly discussed by the Union Bargaining Committee, Management Negotiating Committee, other representatives of the Employer at option of Employer, a representative of the International Union at the option of the Union, and may include any and all parties involved in the grievance to this step in an attempt to meet a mutually satisfactory settlement. Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 3 meeting. The Employer's answer shall be given within ten (10) days after such meeting. If the final decision in Step 3 is not appealed to arbitration within thirty (30) days of the receipt of the Employer's answer, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.
24. At steps in the grievance procedure, the grievant and the Union representative shall disclose to the Employer representatives a full and complete statement of the facts relied upon, the remedy sought, and the provisions of the agreement relied upon. In the same manner, the Employer representatives shall disclose all pertinent facts relied upon by and then known to the Employer.
25. Either party, within the time limits specified in the various grievance steps, may request in writing an extension of not more than twenty (20) days. If such request is refused, such refusal must be in writing and must be delivered to the party requesting such extension, at least one (1) day prior to the expiration of the appropriate time limit; otherwise, the time limit will automatically be extended till one (1) day after the written refusal is received. Failure of the Employer to comply with the time limits provided for in the various grievance steps will permit the Union to appeal to the next step by so notifying the Employer.
26. In order to avoid the necessity of filing unnecessary grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations (including dates thereof) may be presented in writing in the appropriate step on a special form supplied by the employer. Such additional claims shall be filed promptly and be signed by each additional grievant or when not signed by grievant, to be signed and the grievants designated as provided in Step 1. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance (the Third Step representatives if resolved by arbitration) shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and applicable time limitations.
27. Grievances which are not filed initially in the proper step of the grievance procedure shall be referred to the proper Step for discussion and answer by the Employer and Union representatives designated to handle grievances in such step.

28. The grievance procedure may be utilized by the Union in processing grievances which allege the violation of the obligations of the Employer to the Union as such and shall be filed in Step 3. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provision of this Agreement.
29. If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work, no grievances shall be discussed or processed in the Second Step level or above while the violation continues.
30. Notwithstanding the procedure herein provided, any grievance may be submitted to arbitration at any time by agreement of the parties to this Agreement.
31. The Union Steward or his alternate shall have access to such places, subject to established rules and at reasonable times, to investigate grievances; however, provided there shall be no interruption to operations.
32. Stewards, alternate stewards, and chairman of the Bargaining Committee shall be authorized to represent all employees and departments under their jurisdiction and shall be afforded such time off, without pay, as may be required to: (1) attend management-union meetings pertaining to discharges or other matters which cannot reasonably be delayed; (2) as to the steward or his alternate only, to visit facilities other than his own at all reasonable times for the purpose of handling grievances, after notice to the head of the department visited and permission from his own departmental supervisor; (3) attend regularly scheduled union seminars conducted by the International Union for the purpose of educating and training union representatives in the discharge of and duties under the Agreement.
33. Arbitration Section
If a grievance is not settled in the procedure hereinabove set forth at Step 3, Section 21, the Union may within thirty (30) days after receipt of the Employer's decision at Step 3, notify the Employer by certified mail, return receipt requested, that it is taking the grievance to arbitration in accordance with the provisions of Section 30.
34. If the Union notifies the Employer that it is taking the grievance or grievances to arbitration in the manner and within the time limit described in Section 23, the grievance or grievances shall be submitted to arbitration under the voluntary labor arbitration rules and regulations of the American Arbitration Association.

35. It is understood and agreed between the parties that the powers of the Arbitrator are limited as follows: (a) He shall have no power to decide any matter which is reserved solely to the rights of Employer; (b) Except as otherwise specifically provided in this Agreement, he shall have no power to change the wages, hours, or conditions of employment set forth in this Agreement; (c) He shall have no power to add to, subtract from, or modify any of the terms of the Agreement; and (d) He shall deal only with the grievance or grievances which occasioned his appointment.
36. The expenses of the Arbitrator shall be shared equally between the Employer and the Union. The Arbitrator shall render his decision, in writing, within one (1) month following the submission of the matter to him. His decision shall be final and binding upon all parties to the arbitration.
37. Awards of the Arbitrator may or may not be retroactive as the equities of particular cases may demand, but the following limitations shall be observed in any case where the award is retroactive: (a) seniority cases, or cases involving rates of pay for new or changed jobs, shall be the date of the occurrence or non-occurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) days prior to the date on which the grievance was filed; (b) rate of pay to be used in figuring any retroactive award shall be the rate of pay on the date of occurrence or non-occurrence of the event upon which the grievance is based; (c) the effective date for adjustment of a grievance involving matters other than those referred to in (a) and (b) immediately preceding this paragraph shall be no earlier than the date the grievance was first presented in Step 1, but in no event earlier than ten (10) days prior to the date the grievance was first presented in written form in Step 2.
38. Should it be determined by the Arbitrator that an employee has been suspended or discharged without cause, the Employer shall reinstate the employee and compensate him for the time lost at the applicable rate of pay provided for in this Agreement. Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer.
39. While a strike, work stoppage, or interruption or impeding of work is in progress, the Employer shall not be required to continue arbitration proceedings provided in this Agreement.

SENIORITY

40. A new employee shall not acquire seniority until he has completed a 90 calendar day probationary period, in which event the employees seniority will date back to their date of hire.

41. Seniority Lists
- a. When an employee acquires seniority, his name shall be placed on the City-wide seniority lists.
 - b. The seniority list, for lay-off purposes only, shall be headed by the Chairman, Vice-chairman, and Chief Steward.
42. Departmental-Classification and Divisions
- Seniority shall be accrued in the following areas, and in the following manner:
- a. City-wide seniority shall be the length of uninterrupted employment with the City commencing with the latest date of hiring, less such time as seniority does not accrue, during the employees absence as provided for under paragraphs 85 thru 90 of this contract.
 - b. Departmental seniority shall be determined to be the amount of accumulated service within a department.
 - c. Classification seniority shall be determined to be the amount of accumulated service within a classification.
43. Employees who are transferred or promoted to a job outside of the bargaining unit shall retain his seniority within the bargaining unit for a period of six months. Thereafter his bargaining unit seniority shall be terminated.

LONGEVITY COMPENSATIONS

44. Rules governing payment of:
- Longevity compensation will be granted to employees upon the completion of five years of service with the City and an additional increment will be paid after ten years of service with the City. Longevity compensation is based upon total continuous length of service with the City and does not relate to length of time served in a particular classification.
- Longevity compensation will be paid on July 1 of each year to permanent employees who have served the equivalent of five or ten years of service on the basis of the following:
- \$ 75.00 upon completion of 5 years of continuous, full time service.
 - \$150.00 upon completion of 10 years of continuous, full time service.

LAYOFFS AND RECALLS

45. Procedures for:
Layoffs and recalls will be based upon seniority within classification, within the department, provided the senior employee possesses the ability to do the work required in the department. The senior employee may enter in any lower classification within the department, the duties of which he is capable of performing, or he may after five (5) work days displace any other employee, in a lateral or lower classification.
46. The employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of emergency.
47. Employees will be returned to their own department before any other laid-off employee of the same classification with less seniority is recalled or returned to that department. Employees returning from another department shall be in the laborer classification until they bid on a higher classification.
48. Employees who exercise their seniority under this section, shall be paid at the same relative position in a lateral assignment or at a rate of pay not to exceed his present rate in a lower classification.

LAYOFF BENEFITS

49. Definition
A layoff is defined as a separation through no fault of the employee, temporary or otherwise, from a position in the service of the City, because of lack of work.
50. Eligible Employees
Employees within the meaning of this regulation shall consist of employees within the bargaining unit as defined.
51. Non-eligible terminations
The following employment terminations and separations shall not be deemed layoffs according to the provisions of this regulation:
- a. Retirement under the City Employees Retirement System.
 - b. Voluntary layoffs, at the request or convenience of the employee.
 - c. Death of the employee.
 - d. Absences for which other methods of compensation are made.

TRANSFERS AND PROMOTIONS

52. Posting of Jobs
All job openings and the rate of pay therefore shall be posted on bulletin boards at least fifteen (15) days in advance of filling of position so that interested employees may bid on the position. A co-worker may submit a bid for an absent fellow employee if he writes on the bid the employee's name and his own name, e. g. John Doe by Alex Smith.
53. Emergency Vacancies
If a vacancy is of an emergency nature, supervision may designate emergency substitutes, not to exceed thirty (30) days.
54. Non-Promotional Transfers
Employees may request a transfer to fill a vacancy of a non-promotional nature within the bargaining unit. Transfer is subject to the provision of seniority. In the event of a job opening the senior employee shall be given first consideration for transfer.
55. Any employee filling a vacancy of a non-promotional nature shall be given up to ninety (90) days to prove his ability.
- a. If unable to qualify he shall be returned to his former position without prejudice, and at the rate of pay for such position.
 - b. He shall be paid the rate agreed upon for the classification.
56. Promotions
In all cases of promotion of the employees from one classification to another, the following factors shall be considered:
- a. Length of Service
 - b. Knowledge, Training, Ability, Skill, and Efficiency
 - c. Physical Fitness
- Where factors (b) and (c) meet the minimum requirements for the position, the length of service shall govern.
57. Length of service will be applied in the same manner as provided for under transfers of a non-promotional nature.
58. Any employee filling a vacancy of a promotional nature shall be given a reasonable time to prove his ability, not to exceed 90 days.
59. If unable to qualify, he shall be returned to former position without prejudice and at the rate of pay for such position.
- a. If the City eliminates a position or an assigned job classification, then the employee returns to the Labor Classification.
 - b. If the employee voluntarily, or involuntarily, leaves a position or assigned job classification, after the probationary period is complete, then the employee returns to the lowest Labor Classification.
WERE SENIORITY CARE'S HIM
60. Employee may exercise his prerogative to refuse promotion without bias or loss of seniority.

61. All employees shall be given equal opportunity to familiarize and train for promotion.
62. Basis for filling openings
New employees shall be hired at the lowest classification and shall be advanced as outlined in paragraphs 52 thru 61 so long as the employee is capable of doing the work. No new employee shall be hired to fill a vacancy except at the lowest classification so long as seniority employees are capable of filling the position.

HOURS

63. Work Week
Standard work week shall consist of an average of forty (40) hours per week, eight (8) hours per day.
64. Shift Premium
a. Shift Workers: Employees working the 3:00 P.M. to 11:00 P.M. shift will be paid an additional 10¢ per hour as "shift premium."
Employees working the 11:00 P.M. to 7:00 A.M. shift will be paid an additional 10¢ per hour as "shift premiums."
b. DPW Workers: Employees working between 6:00 P.M. and 7:00 A.M. will be paid an additional 10¢ per hour as "shift premium."
65. Overtime
Time and one-half shall be paid for all hours worked in excess of the employees regular scheduled shift.
66. Overtime work will be assigned to and equalized by classification to the fullest extent possible among the employees whose names appear on the seniority list within their respective department. This provision shall not prevent the use of employees who have not established seniority in the event a sufficient number of seniority employees are not available to perform the overtime work.

MEAL PERIODS

67. Employees shall be entitled to one (1) one-half hour lunch period.

REST PERIODS

68. Coffee Breaks
Employees shall be accorded one (1) twenty-minute coffee break prior to his lunch period.

CLEAN-UP TIME

69. Employees shall be entitled to a reasonable amount of paid clean-up time, prior to his lunch period, and at the end of his work shift. Such time shall be established by departments, and shall be determined by the available facilities, and extremities of the employees assignment. Where ever practical the time allowed will be five (5) minutes before lunch and ten (10) minutes prior to quitting time.

REPORTING TIME

70. Any employee permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four (4) hours pay at the regular hourly rate.

CALL-IN TIME

71. Any employee who is called on an emergency call outside of his regular working hours shall be compensated at least two (2) hours at the overtime rate.

VACATION

72. All employees who have completed at least one (1) year of continuous employment on January 1 are entitled to a vacation with pay to be taken in that year according to the following s schedule:

<u>VACATION OF</u>	<u>AT LEAST</u>	<u>BUT LESS THAN</u>
14 work days	1 year	15 years
21 work days	15 years	25 years
26 work days	25 years	to Retirement

- 73.. However, if an employee does not have the minimum years of continuous employment by December 31 to qualify for full vacation, then, upon reaching the period of years required he shall be eligible for 1/12 of vacation time or increased vacation time for each month between the date of reaching the period required and the following December 31. Vacation credit shall start at the first day of the calendar month that is nearest to the date of his employment.
74. Vacations and vacation pay shall not accumulate from one calendar year to another. However, if the work of the Department permits, an employee may be allowed to take part or all of his vacation for one (1) year in the year following, provided it is completed during the calendar week in which April 15 of that year falls.

75. Vacation request for leave is to be made at least 48 hours before commencement of leave, except in case of emergency. Seniority shall prevail where one or more employees asks for vacation at the same time.
76. When employment is terminated for any reason, an employee who has completed one or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

The full vacation pay to which he was entitled on December 31 of the previous calendar year; plus 1/12 of full vacation pay for each full month that has elapsed since the first of January in the current calendar year. Each completed month of service shall be a minimum of 20 days worked.

77. If an employee is off work due to a leave of absence without pay, he will be eligible for vacation he has earned prior to taking a leave of absence but will not receive credit for the time he is absent from work.

SICK LEAVE

78. Each regular full-time employee shall be entitled to sick leave with pay of one (1) work day for each completed month of service, a total of twelve (12) days per year, subject to the following:
1. Only work days falling within the period of such leave shall be counted against sick leave.
 2. Sick leave shall start to accrue at the first day of the calendar month that is nearest to the date of starting full time regular employment.
 3. Sick leave may be accumulated if not used during the year granted but the total accumulation shall not exceed 90 days. One half accumulated sick leave will be paid upon death or retirement.
 4. Sick Leave cannot be anticipated.
 5. To receive compensation while absent on sick leave, employees shall notify their immediate superior as soon as possible before starting time set for beginning his daily duties. A certificate from a physician shall be required before compensation for a period of illness of more than 3 days is allowed.
 6. Employees who have served the City for at least 90 days shall be allowed sick leave of one (1) working day for each completed month of service. Each completed month of service shall be a minimum of 20 days worked.
 7. Sick Leave shall be defined as the absence of an employee from work due to his or her illness, or quarantine (contagious disease); provided, however, in case of death or serious illness in his immediate family a regular employee may be granted sick leave for a period not to exceed three (3) days. "Immediate Family" is defined as wife, husband, child, brother, sister, parent,

mother-in-law, father-in-law, relative living in the same household.

8. A regular employee will be granted sick leave not to exceed four (4) hours when serving as a pallbearer at a funeral. Up to eight (8) hours may be granted if necessary for out-of-town funerals.

INJURY TIME

79. 1. In case of disability or injury received while in the discharge of his or her regular duties, regular compensation or salary will be granted subject to review by the City Council. Such leave, if granted, will not be counted against sick leave. Injuries received during working hours shall be reported to the City Manager's Office immediately.
2. If an employee receives compensation under a workman's compensation law, only that portion of his regular salary will be paid which, together with said compensation received, will equal his or her current straight time pay.

JURY DUTY

80. 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 reports for, or performs jury duty, and on which he otherwise would have been scheduled to work for the employer.

PAID HOLIDAYS

81. Paid Holidays shall be defined as: New Years Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, 1/2 day before Christmas, Christmas Day, 1/2 day before New Years Day. (8 hours for a full day and 4 hours for a 1/2 day).
82. Shift workers shall be accorded eight (8) days additional vacation in lieu of other compensation for "Paid Holidays."
83. Eligible hourly employees shall receive their current straight time hourly rate of pay on each of the "Paid Holidays." In addition, eligible hourly employees who work on any of the "Paid Holidays" shall be paid at the rate of one and one-half their current straight time hourly rate.
84. All other employees shall be given the "Paid Holiday" off with no change in pay.

UNPAID LEAVES OF ABSENCE

85. Rules Governing
Time off (without pay) may be granted at any time subject to approval of the Department Head and City Manager.
86. Military Leave
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.
87. 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 position when he has been discharged or separated from service, providing:
1. He makes application for reinstatement within 90 days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one year;
 2. He is discharged under honorable conditions, and he establishes this fact to the satisfaction of the employer;
 3. 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.
88. If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform as will provide him like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances of his case.
89. 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.
90. If, for any reason, it is not feasible for such employee to be reinstated to his previous employment, or if his 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, and he shall be appointed to that position. If it is found that no position is available to such returning veteran, and he considers himself aggrieved over this procedure, he may file a grievance in compliance with the grievance procedure.

DISCIPLINARY PROCEDURE

91. In all cases of discharge or other disciplinary action, the Employer shall give prompt written notice to the disciplined employee, without demand therefore, setting forth the reasons for such action. Copy of such notice, with the permission of the employee, shall be given to the Division's Chairman, or Chief Steward, at once.
92. The Union shall have the right to investigate the discharge or other discipline of any employee with the consent of the employee concerned.
93. It is the sense of this agreement that the employer, or his representatives, shall first file a complaint with the employee and the Union before discharging an employee, and such employee is to remain on the job, pending the disposition of the complaint. This clause will not be binding upon the employer, however, in extraordinary cases, where and when, an instant discharge is absolutely warranted.

HOSPITALIZATION AND LIFE INSURANCE

94. All qualified employees and their dependents shall be eligible to participate in group hospitalization and surgical insurance programs. The employer agrees to pay the premiums of the following hospitalization surgical, and life insurance programs for employees and their dependents after the completion of ninety (90) days of service with the City:
 - a. Semi-private hospitalization and surgical benefits as presently provided and subject to the terms and conditions of the standard Blue Cross - Blue Shield Hospitalization Plan and Surgical Plan.
 - b. Five Thousand (\$5,000) dollars life insurance policy on each employee with Double Indemnity, when accepted by the company.
95. New employees for the first ninety (90) days of their employment shall be eligible at their own expense to participate in all city-sponsored health and insurance programs.

GENERAL

96. Car Allowance
In the event that any employee of the City covered by this agreement is required to furnish his own transportation during the course of carrying out his assignment for the employer, compensation for the use of his own transportation shall be 10¢ per mile.

PROTECTIVE CLOTHING AND
SAFETY EQUIPMENT

97. The employer shall make proper provisions for the safety and health of all employees. The employer will furnish goggles where necessary; raincoats, rubber gloves and boots to employees when necessary. 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.

DEFECTIVE EQUIPMENT,
ACCIDENTS AND REPORTS

98. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Employer reserves the right to determine the safety condition of the vehicle provided the order is not in direct conflict with State law.
99. Any employee involved in any accident with City equipment shall immediately report said accident and physical injury sustained. Before starting his next shift, the employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to any accidents. For purposes of disciplinary action, no such accident shall be held against an employee's record for more than three (3) years.
100. Employee shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

WORK RULES

101. Pay Day
Employees working on their regular shifts on 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 receive their pay in accordance with the current practice.
102. Bulletin Boards
Bulletin Boards shall be erected in all divisions for the use of the employees. Bulletin Board shall be used for posting notices of bona fide union activities only. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

TERM OF AGREEMENT

103. This agreement and "rate of pay supplement" shall be effective on July 1, 1972, and except for yearly economic opener shall remain in full

force and effect without change, addition or amendment from July 1, 1972 to July 1, 1975, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the agreement for changes or amendments or may terminate the agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to July 1, 1975.

EFFECT OF LEGISLATION

104. 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, and if an agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.
105. This Agreement is hereby accepted by the "Employer" and the "Union" and shall be binding upon each party respectfully.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed in presence of:

LOCAL 516 BUILDING SERVICE
EMPLOYEES INTERNATIONAL UNION
AFL - CIO

Ruth E. Schenkert

George Lucas

David L. Smith

J. Edward Perkins

CITY OF MARYSVILLE

Ruth E. Schenkert

George Lucas

R. M. Hunsicker

Charles V. Schenkert

"RATE OF PAY SUPPLEMENT"
EFFECTIVE JULY 1, 1972

<u>TITLE</u>	<u>START</u>	<u>TOP</u>
I Laborer	\$3.69	\$3.92
II Utility Driver, Mechanic Helper, Water, or Sewer		\$4.10
III Equipment Operator General Maintenance		\$4.34
IV Mechanic		\$4.59
Water Operator I (F-3 License)		
Sewer Operator I (Class D Certification)		\$4.48
Water Operator II (F-2 License)		
Sewer Operator II (Class C Certification)		\$4.69

An employee successfully bidding on a higher rated job shall receive a wage adjustment of one-half the difference between the rate of his old job and the new bid job for a period of ninety calendar days after the date of transfer. Upon completion of the ninety days shall receive the full rate of the bid job.

If water and sewer plant personnel fail to become licensed or certified in a reasonable time period, they may be transferred back to the D.P.W.

COST OF LIVING ALLOWANCE

The provisions of this section shall be suspended during the first year of this Agreement, unless cost of living allowance payments are removed from wage and salary controls under Phase II of the Federal Government's Economic Stabilization Program or under any substitute Federal program. In that event, cost of living payments shall be made as hereinafter provided for.

A cost of living allowance will be determined in accordance with changes in the Consumer Price Index (all cities), published by the Bureau of Labor Statistics, U. S. Department of Labor (1967==100) and hereinafter referred to as the BLS Consumer Price Index.

Beginning with the Index for January, 1971 as basic, the rates will be adjusted up or down as shown by the Index for each three months (January, April, July and October). The amount of the cost of living allowance that shall be effective for any quarterly period shall allow one cent (1¢) adjustment for each 0.4 change in the Index.

CONTRACT BETWEEN LOCAL 516 M BUILDING
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL - CIO

AND

CITY OF MARYSVILLE, MICHIGAN

Approved Amendments Effective July 1, 1973

LONGEVITY COMPENSATIONS
(effective July 1, 1972)

44. Rules governing payment of:
The present plan of paying longevity once annually (July 1st) shall remain in effect. Payments shall be made to all employees with continuous full time service according to the following schedule:
- a. 2 1/2% per year applied to the annual base pay being received by the employee after five (5) years.
 - b. 5% per year applied to the annual base pay being received by the employee after fifteen (15) years.
 - c. 7 1/2% per year applied to the annual base pay being received by the employee after twenty (20) years.
94. b. The City shall provide Ten Thousand Dollars (\$10,000) term life insurance with double indemnity on each employee for which the City will pay all premiums.

"RATE OF PAY SUPPLEMENT"

<u>TITLE</u>	<u>START</u>	<u>TOP</u>
I Laborer	\$3.87	\$4.11
II Utility Driver, Mechanic Helper Water, or Sewer		\$4.30
III Equipment Operator General Maintenance		\$4.55
IV Mechanic		\$4.81
Water Operator I (F-3 License)		\$4.70
Sewer Operator I (Class D Certification)		
Water Operator II (F-2 License)		\$4.92
Sewer Operator II (Class C Certification)		

Signed in presence of:

UNION

CITY

1974-75 UNION AGREEMENT SUPPLEMENT

CONTRACT BETWEEN LOCAL 516 M BUILDING
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL - CIO
AND
CITY OF MARYSVILLE, MICHIGAN

Section 72. VACATIONS shall be amended as follows:

<u>VACATION OF</u>	<u>AT LEAST</u>	<u>BUT LESS THAN</u>
14 work days	1 year	7 years
17 work days	7 years	15 years
21 work days	15 years	20 years
24 work days	20 years	25 years
26 work days	Over 25 years	

Section 78. #3 shall be amended as follows:

Sick Leave may be accumulated if not used during the year granted, but the total accumulation shall not exceed 120 days. One half accumulated Sick Leave will be paid upon death or retirement.

Section 81. PAID HOLIDAYS shall be amended by adding "The day after Thanksgiving, Christmas Eve, and New Year's Eve."

There shall be created a new job classification - "Mechanics Helper/Equipment Operator," job description to be worked out between Union representatives and Management personnel.

There shall be a twenty-five (25¢) cent per hour increase added to the hourly wage of June 30, 1974.

RATE OF PAY ADJUSTMENT EFFECTIVE JULY 1, 1974:

<u>TITLE</u>	<u>START</u>	<u>JULY 1, 1974</u>
I Laborer	\$4.45	\$4.69
II Utility Driver, Mechanic Helper Water, or Sewer		\$4.88
III Equipment Operator/General Maintenance Equipment Operator/Mechanic Helper		\$5.13 \$5.13
IV Mechanic		\$5.39
Water Operator I (D License)		\$5.28
Sewer Operator I (Class D Certification)		
Water Operator II (F-3 License)		\$5.50
Sewer Operator II (Class C Certification)		

Comparable licenses in the Water and Sewer operation shall receive equal pay.

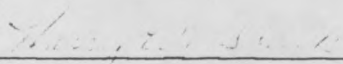
Water License

Sewer License

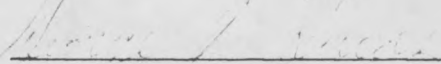
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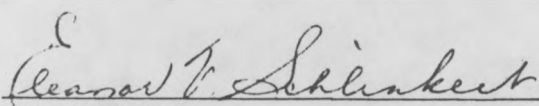
\$2,000 term life insurance policy too retirees after July 1, 1974.



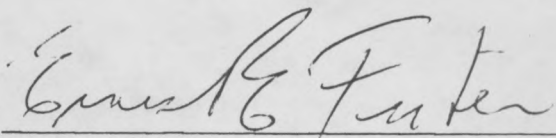
MAYOR



UNION REPRESENTATIVE



CITY CLERK



CITY MANAGER