

6-30-76

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF BIRMINGHAM

and

LOCAL 998, CLERICAL EMPLOYEES CHAPTER
INTERNATIONAL UNION AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
and COUNCIL 23

For the Period

June 29, 1974 -- June 30, 1976

Birmingham, City of

*City of Birmingham
151 Martin St.
Birmingham, Mich.
48012*

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PREAMBLE

PURPOSE AND INTENT

This Agreement, entered into on _____, 1975, by and between the City of Birmingham, a Municipality in Oakland County, Michigan, hereinafter referred to as the City, and Local 998, Clerical Employees Chapter affiliated with the International Union American Federation of State, County and Municipal Employees and Council No. 23, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining units described below:

All full-time and regular part-time employees classified as clerical, technical, and parking enforcement assistants, employed by the City of Birmingham, Michigan, but excluding: Deputy City Clerk, Secretary to the Financial Director, Secretary to the City Manager, Secretary to the Personnel Director, Administrative Assistant to the Department of Public Works, Deputy Treasurer, Golf and Recreation Supervisor, Financial Assistant, Animal Control Officers, Engineers, Sworn Police Officers, Firemen, Supervisors as defined by the Act, and all other employees.

ARTICLE II
NO DISCRIMINATION

Section A.

There shall be no discrimination against any employee because of union activity, membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

Section B.

The City and the Union shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief.

Section C.

Where appropriate in this Agreement, the specification of the masculine gender implies the feminine, and the specification of the singular implies the plural, and vice-versa.

ARTICLE III

EMPLOYEE POSITION

Under no circumstances shall the City negotiate terms and conditions of employment with any employee which conflict with the provisions of this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Section A.

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: The rights to decide the number and location of buildings, work stations and work areas, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, the right to purchase the services of others as long as no present employee is adversely affected thereby, together with the selection, procurement, designing, engineering and the control of equipment and materials.

Section B.

It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, the right to establish and maintain reasonable rules, regulations and personnel policies governing the operation of the various departments, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as set forth herein.

ARTICLE V

AGENCY SHOP

Section A. - Present Employees

Each employee who, on the effective date of this Agreement, is a member of the Union, shall maintain his membership therein. Each employee who, on the effective date of this Agreement, is not a member of the Union, shall either elect to join the Union, or may pay to the Union each month a service charge equal to the current monthly dues assessment.

Section B. - Future Employees

Each employee hired after the effective date of this Agreement shall, as a condition of employment, and beginning with the date of completion of his probationary period, either become a member of the Union or pay to the Union each month a service charge equal to the current monthly dues assessment.

An Employee who fails to comply with this Section shall be discharged by the City within five (5) days after receipt of written notice from the Union. However, an employee shall not be discharged, within the meaning of this Section if he is not more than sixty (60) days in arrears in payment of membership dues or service fees.

Section C. - Deductions

The City shall deduct every month union dues or service fees becoming due and payable in such month, from the pay of each employee who executes or has executed the following authorization for Payroll Deduction:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Please Print Last Name First Name Middle Name

TO _____
Name of Employer Department

Effective _____ I hereby request and authorize you to
Date

deduct from my earnings each _____
Payroll Period

an amount sufficient to provide for the regular payment of the current
rate of monthly union dues established by AFSCME Local Union No. _____,
Council No. _____. The amount shall be certified by Local Union
No. _____ and any change in such amount shall be so certified. The
amount deducted shall be paid to the treasurer of Local Union No. _____,
Council No. _____ AFSCME. This authorization shall remain in effect
unless terminated by me during the two week period _____ to
_____ of any year.

Street Address

Employee's Signature

City and State

The deductions shall be made from the pay of the employees for the first pay period ending during the calendar month. If the employee has no pay coming for such pay period, such dues or service charge shall be deducted from his pay in subsequent pay periods in such calendar month. Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted as soon as possible after the tenth (10th) day of the next month, but not later than the fifteenth (15th) day of the next month.

Section D. - Indemnification and Save Harmless

The Union agrees to indemnify and save harmless the City from any liability by reason of the enforcement of this Article.

ARTICLE VI
REPRESENTATION

Section A. - Union Officers

The City recognizes the following officers as elected representatives of the bargaining unit: President, Vice President, Secretary-Treasurer, Chief Steward and his alternate.

Section B.

The Union will notify the City in writing of the names and titles of its representatives. No representatives will be permitted to act as such until the City is advised in writing that the person has become a representative.

Section C.

1. Union activities on the City's time shall be limited to the following:

Union officers may:

- a. Post notices on bulletin boards
- b. Transmit messages
- c. Attend special conferences or grievance hearings as outlined in this Agreement

2. The Union officers will conduct these activities as quickly as possible and cause as little interruption of work as possible.

Section D.

The City agrees that representatives of the American Federation of State, County and Municipal Employees and Council 23 shall have access to the premises of the City at any time during working hours upon giving the City reasonable advance notice, for

the purpose of meeting with the City and/or adjusting grievances
or as otherwise mutually agreed to by both parties.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section A.

Under no circumstances will the Union cause or authorize or condone, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in, or slow-down, in any building or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement.

In the event of a work stoppage, other curtailment of, or interference with production, the City shall not be bound to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, or other curtailment, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

Section B.

The City will not lock out any employees during the term of this Agreement.

ARTICLE VIII

DISCIPLINE

Section A.

The City reserves the right to discipline an employee up to and including discharge for just and stated cause. Where possible, said discipline or discharge shall be done in such a manner as not to occasion undue embarrassment to the employee before other individuals. The City agrees that the concept of progressive discipline should be followed. As an example only, said progressive discipline may assume the following form:

1. Verbal warning
2. Written warning
3. Suspension
4. Discharge or demotion

The above example is illustrative only, and may be modified at the discretion of the City to fit the particular circumstances.

Section B.

In no case will the City discharge an employee without notifying the employee of the reason or reasons therefore in writing and immediately filing a copy with the Union.

ARTICLE IX

GRIEVANCE PROCEDURE

Section A.

Should a difference arise between the City and the Union as to the meaning or application of this Agreement, or any rule and/or regulation promulgated by the City, it shall be settled in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first raise the matter with his immediate supervisor (and the Steward if so desired by the employee). If not settled at that time, it shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding Saturdays, Sundays and holidays) of the date of alleged contract breach or of the date a reasonably prudent person would have knowledge of the alleged contract breach shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the Steward and the designated supervisor. The designated supervisor shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the written grievance.

Step 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the grievant, the Steward, the Personnel Director, and the designated supervisor within five

(5) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the written decision in Step 2. The decision of the City shall be given in writing within five (5) calendar days (excluding Saturdays, Sundays and holidays) after the termination of the meeting.

Step 4. In the event the grievance is not settled in Step 3, the Union shall request a meeting with the City, including the City Manager, within five (5) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the decision in Step 3, at which either party may have outside representatives present. The City Manager shall, within ten (10) calendar days (excluding Saturdays, Sundays and holidays) meet with the Union in an attempt to settle the grievance. The City Manager shall give his answer within five (5) calendar days (excluding Saturdays, Sundays and holidays) after the date of such meeting.

Step 5. In the event the grievance is not satisfactorily settled in Step 4, the Union shall submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within five (5) calendar days (excluding Saturdays, Sundays and holidays) after the date of the City Manager's decision. The City Commission may render a decision in said grievance with or without a hearing or may waive rendering a decision. The City Manager shall submit the Commission's decision or waiver of decision to the Union within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the request for consideration.

Step 6. Should the City Commission elect to waive rendering a decision in Step 5, or in the event the City Commission renders a decision which does not satisfactorily settle the grievance, either party may submit the matter to final and binding arbitration by notifying the other party and the American Arbitration Association within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the Commission's decision or its decision to waive. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Costs of such arbitration shall be shared equally by the Union and the City. The arbitrator shall have authority to apply and interpret the terms of this Agreement, but shall have no authority to add to, subtract from or otherwise modify the terms of such Agreement.

Section B.

Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Union.

Section C.

Time limits of the grievance procedure may be extended upon mutual agreement of both parties.

Section D.

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, at the same rate of pay, or as may be agreed to by the parties.

Section E.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal working hours, less a reasonable deduction for any new compensation he may have received from any source of employment during the period in question.

Section F.

Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided:

The compensation such employee received shall be equal to his rate of pay, times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the City that such substitution exists.

Section G.

An Agreement reached between the Management and the Union representatives including the Steward, is binding on all workers affected and cannot be changed by an individual.

Section H.

Where practical, efforts will be made by the Steward to investigate, present, and process grievances during non-working time. However, when this is not possible, the Steward, upon notification to his immediate supervisor, shall be permitted reasonable

time to investigate, present and process grievances on the City property without loss of time or pay during his regular hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. If he has occasion to go into another department he must first notify such department supervisor. He must notify his own supervisor on his return. This right shall not be abused and the City may require that records of time spent be maintained and turned in at the conclusion of each occasion.

ARTICLE X

SPECIAL CONFERENCES

Special conferences for grievances and other important matters may be arranged between the Union President and the City upon the request of either party, but not more frequently than once each month, except by mutual consent. The Union shall be entitled to have present any non-bargaining unit personnel and, in addition, shall be entitled to have present two members of the bargaining unit, each of whom shall be compensated for time lost, if any. Other arrangements may be made as may be mutually-agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested.

ARTICLE XI

SENIORITY

Section A. - Probationary

1. New employees hired into the technical work group shall be probationary for the first ninety (90) days of their employment. However, the City may require, with the concurrence of the Union, an extension of the probationary period not to exceed ninety (90) days for a technical employee. New employees hired into either the clerical or parking enforcement assistant work groups shall be probationary for the first ninety (90) days of their employment. Upon completion of their probationary period, all employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked.

2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharge and discipline for other than Union activity.

Section B. - Temporary

Temporary employees shall not acquire seniority.

A temporary employee is an employee who (a) normally works consecutively for not more than ninety (90) days, or (b) works irregularly.

Section C. - Seniority Lists.

1. The seniority of all employees shall commence with the date of the latest hire by the City. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, classification and work group. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. This seniority list will be provided each year in July on or before the 31st day. The Union secretary will be provided with a list of new hires within the bargaining unit when they complete their probationary period, and the names of unit employees separated.

2. Each employee, upon the completion of his probationary period, shall be placed on the seniority list. The seniority list will show his classification and work group. Work group will be as defined below:

- i. Clerical
- ii. Technical
- iii. Parking Enforcement Assistant

3. Employees permanently transferred from one work group to another shall have their new work group seniority based on their date of entry into such new work group.

Section D. - Loss of Seniority

Seniority shall terminate if an employee:

- i. Quits or retires
- ii. Is discharged for just cause
- iii. If he is absent for three (3) consecutive work days without notifying the City, unless as a result of physical impossibility

- iv. If he is absent for three (3) consecutive work days without justifiable reason
- v. Gives a false reason to obtain a leave or if he fails to return to work for three (3) consecutive work days upon termination of any authorized absence without a bona fide excuse acceptable to the City
- vi. If he is laid off for a period of two (2) years or the length of his seniority, whichever is less
- vii. If he fails to return to work from layoff when recalled from layoff, as provided in Section 6 herein
- viii. Separates upon settlement covering total disability.

Section E. - Seniority of Officers and Stewards

1. Notwithstanding their position on the seniority list, the President, Secretary-Treasurer and Steward, in that order, in the event of a layoff of any type, shall be continued at work as long as there is a job in their area which they can perform and shall be recalled to work, in the event they are laid off, to the first open job in their area which they can perform.

2. The City recognizes these clauses to the extent that officers and stewards are elected and that these officers and stewards are not construed to have protected seniority except during their official term of office.

Section F. - Layoffs

1. Layoff means an indefinite reduction of the working forces. The steward shall be given fourteen (14) calendar days' notice of an impending layoff and the City shall post notice

in all appropriate places. The following procedure shall govern in making layoffs:

(NOTE: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules or rates to curtail layoffs.)

(a) Temporary employees in the affected work group shall be laid off first, in any order.

(b) Probationary employees in the affected work group shall be laid off next, in any order.

An employee laid off during his probationary period and re-hired within ninety (90) calendar days following his last day of work, will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with his probationary time, retroactively, from the day he completes his probationary period, for the purpose of determining his date of employment and position on the seniority list.

(c) The necessary number of positions will be vacated in the affected classification or classifications.

(1) An affected employee will be able to exercise his seniority rights to bump:

First: Into any classification in his work group in which he can satisfactorily meet the standards and perform the duties of the job. If unable to do so, then

Second: Into any work group in which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job.

(2) An employee who has bumping rights as set forth in (c) above, shall have the right also to accept layoff until recalled.

(d) Any employee bumped and either unable or unwilling to bump another employee shall be laid off.

(e) In the event of an emergency beyond the control of the City, e.g., acts of God, flood, fire, storm, civil disturbance or power failure where the resulting situation warrants, the City shall have the right to make temporary adjustments of force not to exceed three (3) days without regard to seniority.

Section G. - Recall Procedure

1. When the working force is increased after a layoff, laid off employees shall be recalled in the order of seniority, provided, the employee is capable of performing the work required.

2. However, an employee on layoff pursuant to Section (c)(2) above shall have the option to exercise his seniority at any point in the recall from the time he receives notice of recall. Only one notice of recall as set forth in the following paragraph will be given to an employee on layoff pursuant to Section (c)(2) above. Thereafter, as positions again become available notice will be given by the most expeditious means possible, and the employee must either accept or decline to return the same day of receipt of notice.

3. Recall will be by written certified notice, return receipt requested, to the most senior laid off employee's last known address on file with the City, and shall require that the employee notify the City within five (5) calendar days after the date of delivery or proof of non-delivery of his decision whether or not to return. If the employee decides to return to work, he must report to work on the next working day. However, if the employee is employed elsewhere, he will be allowed a fourteen (14) calendar day grace period from the date of receipt of notification in which to give proper notice of resignation to said employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

Section H. - Transfer

1. Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City shall retain his seniority and shall be reinstated with accumulated seniority on the seniority list in the event he returns to the Unit. This shall apply to prior as well as future promotions or transfers.

Seniority shall in all cases accumulate while an employee is on an authorized leave and for any approved extension thereof.

2. In the event he returns to the bargaining unit, he shall be reinstated in the same job classification he had prior to leaving the bargaining unit, provided there is an opening, and shall exercise his bargaining unit seniority thereafter.

Section I. - Promotions and Bidding

1. In the promotion of employees covered by this Agreement to classifications within the bargaining unit, seniority will govern whenever qualifications of the employees are relatively equal.

2. The City agrees to post vacancies in existing job classifications and new job classifications within the unit for a period of five (5) working days. Employees shall be eligible to file their names in writing with the personnel director. In such posting the City shall list the minimum qualifications required. Employees shall be considered in accordance with the preceding Subsection 1. Employees in the affected work group shall be given first preference. An employee may be required to remain in his old job until properly replaced, or may be required to immediately undertake his new job as soon as the job has been awarded to him.

3. Employees awarded a job bid shall have two (2) calendar weeks to qualify for such job. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. An employee who fails to qualify shall be returned to his former job without loss of seniority. Any employee who feels aggrieved shall take the matter up through the grievance procedure.

4. This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available within the bargaining unit.

Section J. - Regular Part-Time Employees

In construing this Agreement as it applies to regular part-time employees for purposes of seniority, vacation, and the like, regular part-time employees shall be treated as accruing a pro-rata share of the seniority, etc. of a full-time employee.

Section K. - Bumping

An employee shall be permitted to exercise his seniority in the form of a bump should:

- i. His regular job is abolished
- ii. His regular job conditions be substantially altered, or
- iii. He himself be bumped.

Bumping must take place within three (3) working days of the occurrence of any of the above-cited conditions.

ARTICLE XII

MILITARY SERVICE

The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the Federal law granting such rights.

ARTICLE XIII

LEAVE OF ABSENCE

An employee, for justifiable reasons, may be granted a leave of absence without pay of up to one (1) week by his supervisor. Request for leaves involving more than a week or a request for a renewal must be in writing and approved in writing by the City Manager with a copy to the Union. Leaves shall be considered on an individual basis, and the length of time approved shall be at the discretion of the City. During the period of absence the employee shall not engage in gainful employment other than union employment.

Employees on leave shall accumulate seniority, with the exception of employees on leave in union employment.

ARTICLE XIV

MATERNITY LEAVE

Section A.

The City shall grant a maternity leave of absence without pay to an employee upon a written request for such leave by the employee and certification of pregnancy by the employee's physician. During such leave of absence, the employee will continue to accrue seniority and wage rate increases and all benefits as if the employee had not been on leave.

1. The employee shall notify the personnel director by a written statement from her physician within ninety (90) days after pregnancy has definitely been determined. The physician's statement must specify the expected delivery date.

2. The date of resumption of employment in her position shall be the date specified by the employee's attending physician that the employee is able to return to work unless otherwise mutually agreed to by the employee and the City. The employee shall give the City at least one week's notice of intent to resume employment.

3. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and will be treated as such for purposes of employment.

ARTICLE XV

UNION LEAVE

A member of the Union elected to a Local Union position or selected by the Union to do work which takes him from his employment with the City may, at the written request of the Union, receive a temporary leave of absence for a period of one (1) year, renewable at the request of the Union for periods of one (1) year, without pay, and upon his return shall be re-employed with the seniority earned prior to the leave provided an opening is available. The employee must take the first opening within his classification or be dropped from the seniority list.

ARTICLE XVI

MILITARY TRAINING LEAVE

Section A.

Employees belonging to the National Guard, service reserves, or other such units, are permitted to take leave of absence with pay during the annual training period, provided such membership is not for the purpose of fulfilling required military service.

1. The pay shall be adjusted so that the total pay from such unit and the City pay will equal the normal take home pay.

2. Vacation leave is not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule of vacation in the classification is determined.

3. The maximum time that may be charged to military training leave shall not exceed the number of days that an employee would normally have worked during sixteen (16) consecutive calendar days.

ARTICLE XVII

EMERGENCY LEAVE

Section A.

Emergency leave shall be in addition to other types of leave to which an employee may be entitled. Such leave shall be subject to approval by the appropriate Supervisor and the Personnel Director.

1. In case of a death in his immediate family, an employee who has completed six (6) months of service may be granted a leave of absence with pay for a period not to exceed four (4) work days.

2. In case of a serious illness in his immediate family, an employee who has completed six (6) months of service may be granted a leave of absence with pay for a period not to exceed four (4) work days.

3. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparent and grandparent-in-law.

4. For a death or serious illness of one other than immediate family which, because of extenuating circumstances, the appropriate Supervisor believes is a proper emergency leave, the department head may make a request of the Personnel Director for approval to grant such a leave.

5. "Serious illness" shall be defined as an illness requiring hospitalization or where the sickness justified a

doctor's call of an emergency nature. Only four (4) days will be allowed in any one diagnosed illness. If a serious illness results in a death, a maximum of four (4) consecutive days will be allowed for the illness and the death leave.

6. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time that the vacation is scheduled. In this case only, the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

ARTICLE XVIII

JURY DUTY

An employee who has completed his probationary period shall be given necessary time off without loss of pay when performing jury duty. All fees paid to an employee for any such service, other than meals or travel allowances, shall be returned to the City.

The term "without loss of pay" pertains to a normal forty (40) hour work week.

ARTICLE XIX

ILLNESS ALLOWANCE

Section A.

Illness allowance shall be allowed only in cases of actual sickness or disability of an employee.

Section B.

Seniority employees are allowed one (1) day (eight (8) hours) illness allowance credit for each month in service, beginning with the first full complete calendar month of service.

- i. No illness allowance will be granted before it has been earned.
- ii. Unused illness allowance credits may accumulate to the total of sixty (60) days (four hundred eighty (480) hours).
- iii. Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty (480) hours) shall, while such bank continues at sixty (60) days, accrue additional such leave credits at the rate of one-third (1/3) day per month or four (4) days per year. There shall be no limit to the accumulation of days at such rate.

Section C.

An employee will be credited with illness allowance earned after he completes his probationary period.

Section D.

In order to receive illness allowance, the employee must notify his supervisor as soon as possible and not later than one-half (1/2) hour after the employee is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid illness

allowance. Illness allowance may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross bi-weekly pay.

Section E.

The illness allowance earned to date shall be posted to the employee's record on approximately January 1 of each year.

- i. If any employee is absent from work due to illness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is ill during his vacation period will be charged to illness allowance.
- ii. Any sickness occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

Section F.

An employee who terminates his employment with the City will forfeit any illness allowance that he may have accumulated. In the event that he is later re-hired, he shall be considered a new employee for all purposes.

Section G.

Illness allowance will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

Section H.

The amount of illness allowance used by an employee will be equal to the number of regularly scheduled hours he would

otherwise have worked during his absence. During January of each year, a report will be made to each employee showing his accumulated illness allowance.

Section I.

A certification from a physician of the City's choosing may be required by the Department Head as evidence of illness or disability before compensation for the period of illness or disability is allowed. Any question as to eligibility, etc., shall be resolved through the grievance procedure.

Section J.

A written authorization, from the employee's attending physician, may be required before an employee may return to work following a prolonged illness or injury absence.

Section K.

Illness allowance shall cease to accrue in instances where an employee is absent one (1) month or more.

Section L.

Upon death or retirement under the City Retirement Plan, employees shall be entitled to receive the amount equivalent to the unused hours accumulated in his Illness Allowance Bank in excess of four hundred eighty (480) hours. Such payment shall be paid as of the date of death or the date he actually retires from the City's employ, and shall be based on the employee's rate of pay, irrespective of when such person is entitled to retirement benefits.

ARTICLE XX

WORKMEN'S COMPENSATION

Section A.

The City agrees to cooperate toward the prompt settlement of the employee's on-the-job injury and illness claims when such claims are due and owing.

Section B.

When an employee sustains a job-incurred injury attributable to City employment, accumulated illness allowance or vacation (in that order) shall be used to provide the regular compensation received for a forty (40) hour work week, unless the employee notifies the City otherwise. An employee who is injured on the job and is required to go to the clinic designated by the City shall receive pay for any time spent on the day of injury at the designated clinic for time lost during his regularly scheduled work day or if sent home and shall not have such time charged against his Illness Allowance Bank. Similarly, an employee who is working but is required during work hours to return to the clinic designated by the City for treatment due to a job related injury will receive payment for time lost during his regularly scheduled work day during the time spent at such clinic and such time shall not be charged against his illness allowance account.

Section C.

If the disability or illness continues for sufficient time so that Workmen's Compensation payments are made, these payments will be turned over to the City, and the employee will receive credit

in his Illness Allowance Bank for an equivalent amount of time.

Section D.

If the disability or illness continues for more than sixty (60) calendar days, and the employee is enrolled in the City's group insurance plan, then any group insurance payments received will be turned over to the City, and the employee will receive credit in his Illness Allowance Bank for an equivalent amount of time.

Section E.

An employee injured on other gainful employment outside of City employment shall not be eligible for Workmen's Compensation benefits from the City.

ARTICLE XXI

VACATIONS

Section A.

Effective July 1, 1974 (but to be taken on or after January 1, 1975) seniority employees shall be granted vacation according to this Paragraph, except that employees shall not be granted vacation leave during their first six (6) months of employment.

i. Seniority employees with less than one full year of service prior to January 1st of any year are entitled to annual leave in the proportion that months worked bear to twelve (12) months.

ii. Seniority employees with one full year of service, but less than five (5) years of service prior to January 1st of any year, shall receive two (2) weeks (ten (10) work days) vacation.

iii. Seniority employees with five (5) years of service, but less than ten (10) years of service on or before January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.

iv. Employees with ten (10) or more years of service on or before January 1st of any year shall receive four (4) weeks (twenty (20) work days) vacation.

Section B.

An employee shall not be entitled to earned vacation pay if he separates himself from the City by reason of absence without leave.

Section C.

Should an employee fail to give the City at least fourteen (14) days' notice of impending termination, said employee shall forfeit all vacation days credited during the year of termination.

Section D.

Vacation time earned in one year shall be granted in the following year, unless otherwise approved by the City Manager.

Section E.

Vacation cannot be carried over from one year to the next without written approval of the City Manager. An employee unable to take his vacation in the current year because of departmental work load shall, upon approval of the Personnel Director and City Manager, be paid for the earned vacation time at his regular established rate.

Section F.- Vacation Splitting:

i. Not to exceed ten (10) days of vacation, unless otherwise approved by the Department Head. May be taken at random, as individual (single) days, with advance approval of the Department Head or his designee.

ii. An employee eligible for three (3) weeks (fifteen (15) work days) or more vacation, should take the balance of his vacation in portions of not less than one (1) week.

ARTICLE XXII

HOLIDAYS, PERSONAL DAY AND ANNIVERSARY DAY

Section A.

Holidays:

1. Employees shall be granted the following paid holidays at their regular rate of pay:

New Year's Day	January 1
Washington's Birthday	February
One-half day - Good Friday	
Memorial Day	
Independence Day	July 4
Labor Day	1st Monday, September
Thanksgiving Day	4th Thursday, November
Friday after Thanksgiving (effective 7/1/75)	
Christmas Day	December 25
One-half day - December 24	See 3 below
One-half day - December 31	See 3 below

2. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

3. December 24 and 31 - Employees will be granted four (4) hours paid time off on the last work day preceding the days Christmas and New Year's are celebrated.

4. Eligibility - To be eligible for holiday pay, an employee must work the last scheduled working day before and the first scheduled working day after the holiday, unless absent on approved paid sick leave or vacation.

Section B.

Personal Day:

An employee shall be granted one (1) work day during the calendar year as a Personal Leave Day, the scheduling of which is at the discretion of the department head. Said leave day shall not be taken in conjunction with vacation or be scheduled so as to permit a four (4) day weekend, unless approved by the department head.

Section C.

Anniversary Day:

1. This day is a recognition of the employee's anniversary of employment with the City and subject to the following provisions:

(a) Each employee shall receive one (1) day off with pay during the calendar week in which he celebrates his anniversary date of employment with the City.

(b) The day selected is subject to the approval of the department head.

(c) Should the anniversary fall during a previously scheduled vacation period, it will be handled the same as is a holiday which falls during a vacation.

(d) Should the anniversary occur during an extended period of absence, because of illness, the anniversary will be charged as is a holiday and will not be charged against illness allowance.

(e) If an employee terminates his employment with the City prior to his anniversary date of employment, he forfeits this benefit.

ARTICLE XXIII

LONGEVITY BONUS

Section A.

In addition to the salary set forth, unit employees shall receive longevity bonuses, less applicable tax and retirement deductions, as follows:

<u>Seniority</u>	<u>Payment</u>
Less than 5 years	None
5 through 9 years	\$200
10 through 14 years	400
15 through 19 years	600
20 through 24 years	800
25 years and over	1000

Section B.

Longevity bonuses shall be payable during the first full calendar week of December to those eligible.

Section C.

Payment and participation shall be determined by the employee's continuous employment anniversary celebrated prior to December 1 of that year.

Section D.

An employee must be listed and receive payment from the City on the last payroll for the month of November to be eligible for the longevity bonus, provided longevity payments shall be pro-rated in the case of death or retirement under the City Retirement Plan, but shall not be pro-rated in case of termination for any other reason. Pro-rated longevity in case of death or retirement shall be paid at the time the employee leaves the City's active employ.

Section E.

Any permanent employee who terminates from the City for reasons of retirement in accordance with the "Employee Retirement System" may add his earned but unused vacation from the preceding calendar year to the last day worked in order to bring him to a date to qualify for longevity.

ARTICLE XXIV

INSURANCE

Section A. Hospitalization

1. The coverage for those employees who enroll shall be that known as "Comprehensive Hospital D45 N, M-VF-1, M-L. (Michigan Blue Cross and Michigan Blue Shield plan.)

2. Effective as soon as possible after execution of this Agreement, Blue Cross/Blue Shield Master Medical Option 4, and Blue Shield prescription drug rider, \$2.00 co-pay.

3. The City will continue its group Hospitalization Medical Insurance Program for retirees of its Retirement System and their eligible dependents. The contribution schedule of appropriate insurance deductions will similarly continue unchanged.

Section B. Life

1. Protection shall be determined by salary according to the following table:

\$18,700 but less than \$20,200	\$23,000
17,200 but less than 18,700	21,000
15,700 but less than 17,200	19,000
14,200 but less than 15,700	17,000
12,700 but less than 14,200	15,000
11,200 but less than 12,700	13,000
9,700 but less than 11,200	11,000
8,200 but less than 9,700	9,000
6,700 but less than 8,200	7,000
less than \$6,700	5,000

2. The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.

3. The amount of insurance shall be determined by the scheduled annual salary rate being received by the employee on January 1 of each year.

4. Of the above face value, \$3,000 shall be a "basic" policy to which the employee contributes \$1.50 per pay period for "paid-up" insurance coverage. For further details, refer to the Group Insurance Certificate.

Section C. - Disability

1. Maximum weekly sickness and accident benefits from non-duty connected disability will be sixty percent (60%) of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of forty-three (43) weeks, if qualified.

2. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy percent (70%) of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of forty-three (43) weeks, if qualified.

3. Monthly Long Term Disability benefit provides for an aggregate income of seventy percent (70%) of monthly base pay up to a maximum of \$750.00 per month, beginning one (1) year from date of disability and continuing to the age of 65, if qualified.

4. Supplemental retirement benefits as set forth in the "Group Insurance Certificate -- Long Term Disability Benefits."

Section D. - Optical

Effective July 1, 1975, the City shall provide optical service expense benefits to all employees covered by this Agreement up to a maximum cost to the City of \$6.25 per month per employee. Any amount exceeding \$6.25 shall be paid by the employee. Said optical coverage, as hereinbelow specified in Schedule A attached hereto, shall be fully paid by the City for seniority employees. Probationary employees may enroll for such coverage, but shall assume the cost thereof until the first billing period after they complete their probationary period.

SCHEDULE A

EYE EXAMINATION AND OPTICAL SERVICE EXPENSE BENEFITS

In the event a Subscriber receives necessary Eye Examination and Optical Services, the Company will pay the reasonable expense incurred therefor but not to exceed the maximum allowance applicable to the service rendered.

"Eye Examinations and Optical Services" means the following:

- (a) A comprehensive medical eye examination rendered by a duly licensed physician, including a diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, with medical diagnosis and initiation of diagnostic and treatment programs, prescription of medication and lenses, post cycloplegic visit if required and verification of lenses if prescribed;
- (b) A complete vision survey and analysis performed by a duly licensed optometrist acting within the scope of his licensure; including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting and prescription of lenses as needed;
- (c) Lenses and frames, consisting of lenses (including contact lenses if medically required), frames and services needed to effectuate use, such as:
 - (1) Facial measurements,
 - (2) Assistance in selection of frames,
 - (3) Acquiring proper lenses and frames,
 - (4) Fitting and adjustment,
 - (5) After-care for verification of fitting and lense adjustment, and for maintenance of comfort and efficiency.

The maximum allowance provided for eye examination and optical services are:

- (a) For benefit described under paragraph (a):
\$25.00 for one such examination in any one period of twelve (12) consecutive months:
- (b) For benefit described under paragraph (b):

\$25.00 for one such examination in any one period of twelve (12) consecutive months, but such amount shall be reduced to the extent of benefits payable under paragraph (a) for a prior service within the same period of twelve (12) consecutive months;

- (c) Lenses and frames (including services to effectuate use):

Frames	\$12.00
Lenses (Per Pair)	
Single vision.	12.00
Bifocal (Single)	23.00
(Double)	45.00
Trifocal	35.00
Aphakic	
Glass	30.00
Plastic	70.00
Aspheric	90.00
Case Hardening	2.00
Contact (including fitting), training, and lifetime warranty).	112.00

The maximum allowance for any unlisted covered service will be determined by The Company on the basis of comparative severity with services which are listed.

No benefit shall be payable hereunder with respect to:

- (a) Services rendered as a result of sickness or injury arising out of and in the course of employment;
- (b) Services required by the Employer as a condition of employment or rendered through a medical department, clinic, or other similar service provided or maintained by the Employer;
- (c) Contact lenses for cosmetic, convenience or any other purpose except as medically necessary in lieu of regular frames and lenses;
- (d) Sunglasses, even if by prescription;
- (e) Services covered in whole or in part under the Primary Contract or provided for the Subscriber under any other group coverage furnished by or arranged through any employer;

- (f) Services rendered after the date the Subscriber ceases to be covered hereunder except for lenses and frames ordered prior to such termination and delivered within thirty-one (31) days from such date;
- (g) The replacement of frames within twenty-four (24) consecutive months from date of purchase, and the replacement of lenses within twelve (12) consecutive months from date of purchase.

ARTICLE XXV

EDUCATIONAL PROGRAM

Section A.

This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

Section B.

The scope of the program does not include special seminars or "short courses" of a few days' duration, which will continue to be considered on an individual and departmental training basis as in-service training.

Section C. The following provisions are established to govern the administration of the City's Educational Assistance Program:

1. Application for Educational Assistance may be made by any full time permanent employee who has completed his designated probationary period.
2. Application will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
3. Application will be approved only for course work directly related to the employee's present job or directly related to a promotional position.

4. Reimbursement shall be made only for course work completed at accredited high schools, colleges, and universities.

5. Reimbursement shall be limited to two hundred forty dollars (\$240.00) per participant per fiscal year for credit courses. This equals approximately six (6) credit hours per semester. There shall be a one hundred dollars (\$100.00) limitation per participant per fiscal year for non-credit courses.

6. Reimbursement for tuition and required textbooks shall be according to the following schedule:

- (a) 100% reimbursement for courses completed with "A" or "B" or numerical equivalent
- (b) 75% reimbursement for courses completed with "C" or numerical equivalent
- (c) 0% reimbursement for courses completed with a grade less than "C"

Section D.

Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

Section E.

As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the Personnel Department. Approval and reimbursement for Educational Assistance is contingent upon the availability of funds, the employee's successful completion of the course, and

adherence to the procedures and policies outlined in this guide.

Section F.

Expenses such as lab fees, parking, mileage, etc., shall not be part of the Educational Assistance Program.

Section G.

The applicant shall attend classes on his own time and without compensation from the City. The employee should not carry over six to eight credit hours per term or semester.

Section H.

It is recognized that in an area as broad as Educational Assistance this policy may not cover all eventualities. The City Manager shall be the final authority in judging whether reimbursement shall be made.

Section I.

All In-service Training required will be done during regular working hours, unless mutually agreed by the Union and City otherwise, and without loss of time or pay. All reasonable expenses will be paid if incurred because of training.

ARTICLE XXVI

UNIFORM ALLOWANCE

Section A.

For each parking enforcement assistant required by the City to wear a uniform, a yearly allowance of \$150.00 shall be provided by the City as a uniform replacement allowance. Funds will be dispersed as receipts of purchased uniforms or parts of uniforms are given the Department Head.

Section B.

The employee shall be responsible for maintaining his uniform in the standards established by the Department. A cleaning allotment of \$50.00 will be paid the employee on November 1 and February 1 of each year.

Section C.

The City will provide an amount of \$275.00 to new employees for purchase of original uniforms.

ARTICLE XXVII

RETIREMENT

All matters pertaining to retirement shall be as stipulated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan). Effective July 1, 1975, as to employees retiring thereafter, the percentage used for computing retirement benefits shall be increased one-tenth of one percent (.1%).

ARTICLE XXVIII

GENERAL PROVISIONS

Section A. - Free Parking

The City will continue the status quo and, therefore, will provide free parking in City parking facilities for all members of the bargaining unit while at work.

Section B. - Bulletin Board

The City agrees to furnish bulletin board space for the responsible use of the Union, both at the Municipal Building and at the D.P.W. office. Bulletins are to be restricted to the following types of notices:

- i. Recreational and social functions of the Union
- ii. Union meetings
- iii. Results of Union elections
- iv. Reports of Union committees
- v. Rulings or policies of the Union

The Union shall designate in writing an employee who shall be responsible for all union notices posted on the bulletin board.

ARTICLE XXIX

HOURS OF WORK

Section A.

The regular workweek for all full-time employees covered by this Agreement shall be a forty (40) hour workweek composed of five (5) consecutive work days of eight (8) hours per day. Nothing herein shall be construed as a guaranteed forty (40) hour workweek.

The City shall establish the working hours (subject to the above limitations) for each individual employee in order to meet operating requirements. If the City chooses to change starting times, notice shall be given by the City to the Steward or other union representative and, if a conference is desired by the union, the City shall be available to meet with the union before the date of implementation. At said conference, the proposed changes shall be discussed and the City shall consider any comments or suggestions the union may make before the City implements any changes.

Section B. - Shift Premium

1. Employees required to begin a shift on or after 12:00 noon shall be paid an additional \$.10 per hour.
2. Employees required to begin a shift on or after 6:00 P.M. shall be paid an additional \$.15 per hour.

Section C.

Meal periods shall consist of one hour and shall be taken approximately in the middle of the shift. Such periods are not considered work hours, and are not compensable. Any employee required to work through a meal period shall receive payment for such time worked.

Section D. - Rest Periods and Coffee Breaks

A rest period or coffee break is one and the same. During the course of an eight (8) hour work day, an employee shall be permitted two fifteen (15) minute breaks. If the employee does take a break in a work area, he shall not disturb other employees who are not on break.

ARTICLE XXX

OVERTIME

An employee will be paid time and one-half (1-1/2) his regular hourly rate for the following:

1. All time worked in excess of eight (8) hours in one day.
2. All required Saturday work. (Exception: Any employee whose regular workweek includes Saturday, shall be paid time and one-half (1-1/2) for his week day not regularly scheduled.)
3. An employee will be paid double time (2) for all Sunday and holiday work. An employee shall also receive his regular holiday pay in addition to time worked on the holiday.

ARTICLE XXXI

WORKING OUT OF CLASSIFICATION

Should a permanent employee be temporarily assigned to an existing job with a higher rate of pay, said employee shall receive the higher rate of pay while performing said job.

ARTICLE XXXII

NEW JOBS

Should a new job classification belonging to this bargaining unit be created, the temporary wages, hours, and other terms and conditions of the job shall be established by the City. The City shall request a special conference to discuss said wages, hours, and other terms and conditions of the job before posting the job. Thereafter, the Union may negotiate said new job with the City if it so desires, and shall meet originally with the City not later than sixty (60) days after the creation of said job.

ARTICLE XXXIII

WAGES

Section A.

The wages for all clerical (including parking enforcement assistant) employees are as specified in Schedules W and X attached hereto.

Section B.

The wages for all technical employees are as specified in Schedules Y and Z attached hereto.

Section C.

Wage increases for fiscal year 1974 shall be paid retroactively to each employee back to the beginning of said fiscal year.

CLERICAL WAGE SCHEDULE W
1974-5 Fiscal Year - Effective June 29, 1974

<u>Pay Grade</u>	<u>Position</u>		<u>Minimum</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>30 Months</u>	<u>42 Months</u>	<u>54 Months</u>
I	Clerk-Typist A								
	Clerk-Machine Operator	B	275.20	304.00	320.80	337.60			
	Switchboard Operator	H	3.44	3.80	4.01	4.22			
II	Finance Clerk								
	Clerk-Typist B	B	292.00	321.60	340.00	357.60			
	Sr. Clerk-Machine Operator	H	3.65	4.02	4.25	4.47			
	Records Clerk								
	Secretary								
	Clerk Dispatcher								
III	Bookkeeper								
	Assitant Cashier	B	306.40	332.80		346.40	360.80	375.20	
	Secretary B	H	3.83	4.16		4.33	4.51	4.69	
	Parking Enforcement Assistant								
IV	Secretary C								
		B	324.00	351.20		366.40	380.80	396.00	
		H	4.05	4.39		4.58	4.76	4.95	

CLERICAL WAGE SCHEDULE X
1975-76 Fiscal Year - Effective July 5, 1975

<u>Pay Grade</u>	<u>Position</u>	<u>Minimum</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>30 Months</u>	<u>42 Months</u>	<u>54 Months</u>
I	Clerk Typist A							
	Clerk-Machine Operator	B 291.20	329.60	346.40	363.20			
	Switchboard Operator	H 3.64	4.12	4.33	4.54			
II	Finance Clerk							
	Clerk-Typist B	B 308.00	347.20	365.50	383.20			
	Sr. Clerk-Machine Operator	H 3.85	4.34	4.57	4.79			
	Records Clerk							
	Secretary							
	Clerk Dispatcher							
III	Bookkeeper							
	Assistant Cashier	B 322.40	358.40	372.00	386.40	400.80		
	Secretary B	H 4.03	4.48	4.65	4.83	5.01		
	Parking Enforcement Assistant							
IV	Secretary C							
		B 340.00	376.80	392.00	406.40	421.60		
		H 4.25	4.71	4.90	5.08	5.27		

TECHNICAL-PROFESSIONAL WAGE SCHEDULE Y
1974-75 Fiscal Year - Effective June 29, 1974

<u>Pay Grade</u>	<u>Position</u>	<u>Minimum</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>30 Months</u>	<u>42 Months</u>	<u>54 Months</u>
I		B 380.00	420.00	443.20	467.20			
		H 4.75	5.25	5.54	5.84			
II	Draftsman							
	Engineering Insp. I	B 415.20	457.60		483.20	509.60		
	Building Code Enforcement Officer	H 5.19	5.72		6.04	6.37		
III	Building Inspector	B 449.60	482.40		500.00	516.80	533.60	550.40
	Plumbing Inspector	H 5.62	6.03		6.25	6.46	6.67	6.88
	Electrical Inspector							
	Engineering Insp. II							
	Engineering Technician							
	Assistant Planner							

TECHNICAL - PROFESSIONAL WAGE SCHEDULE Z
1975-76 Fiscal Year - Effective July 5, 1975

<u>Pay Grade</u>	<u>Position</u>	<u>Minimum</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>30 Months</u>	<u>42 Months</u>	<u>54 Months</u>
I		B 396.00	453.60	476.80	500.80			
		H 4.95	5.67	5.96	6.26			
II	Draftsman							
	Engineering Insp. I	B 431.20	491.20		516.80	543.20		
		H 5.39	6.14		6.46	6.79		
III	Building Code En-							
	forcement Officer	B 465.60	516.00	533.60	550.40	567.20	584.00	
	Building Inspector	H 5.82	6.45	6.67	6.88	7.09	7.30	
	Plumbing Inspector							
	Electrical Inspector							
	Engineering Insp. II							
	Engineering Technician							
Assistant Planner								

ARTICLE XXXIV

COST OF LIVING

Seniority employees covered by this Agreement shall be entitled to a Cost of Living Allowance adjusted quarterly payable in accordance with the following provisions:

Section A.

The Cost of Living Allowance shall be determined and adjusted quarterly in accordance with changes in the official All Cities Index published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Index, subject to the limitations hereinafter set forth.

Section B.

Effective July 5, 1975 and thereafter during the remainder of the second year of this Agreement, a Cost of Living Allowance, not to exceed twelve cents (\$.12) per hour shall be paid based on the changes in the BLS Index for November, 1974 as compared to April, 1975, on the basis that each .5 change in the BLS Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment shall be paid on the assumption that the BLS Index figure for November, 1974=0. If the first adjustment of the Cost of Living Adjustment made in the second year of the contract is less than twelve cents (\$.12) then subsequent Cost of Living adjustments during the second year of the contract shall be made quarterly commencing with the payroll period starting after October 1, 1975 based on the August, 1975 Index, as compared to

the November, 1974 Index, less any adjustment previously made; January 1, 1976 based on the November, 1975 Index as compared to the November, 1974 Index, less any adjustment previously made; and April 1, 1976 based on the February, 1976 Index as compared to the November, 1974 Index, less any adjustment previously made; on the basis that each .5 change in the BLS Index equals \$.01 up to the maximum of \$.12 payable during the second year of the contract.

Section C.

During the term of the contract, the Cost of Living Allowance upward or downward shall be on the basis that a .5 change in the BLS Index equals \$.01; any downward adjustment shall be made effective with the applicable payroll period for which Cost of Living Allowances are to be made. In no event shall the adjusted rates fall below the base rates as set forth in the applicable wage schedules.

Section D.

Cost of Living Allowances provided herein shall be added to the base rates provided herein and shall be paid for all hours worked subsequent to its effective date; the Cost of Living Allowance shall be taken into account in computing overtime, vacation payments, holiday payments, call in, sick leave payments and other compensated time off.

Section E.

In the event the Bureau of Labor Statistics does not issue the Index on or before the beginning of any pay period

referred to above any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section F.

No adjustments retroactive or otherwise shall be made due to any revision which may later be made in the published figures of the BLS Index for any base month.

Section G.

The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent on the availability of the monthly BLS Index; the Index published for the month in question shall be used by the parties, provided that the Index continues to be published and computed on the same basis as at the time when this Agreement was entered into. If the BLS changes the form or the basis for calculating the BLS Index, the parties agree to request the BLS to make available for the life of this Agreement a monthly Index in its present form and calculated on the same basis as the Index for June, 1974.

ARTICLE XXXV

SEPARABILITY AND SAVINGS CLAUSE

Section A.

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

Section B.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXVI

TERMS

Section A.

This Agreement shall become effective upon execution, except that First Year Wage increases granted herein, shall be made retroactive to June 29, 1974, to all employees on the payroll as of the date of execution of the Agreement.

Section B.

This Agreement shall continue in full force and effect until midnight June 30, 1976, and shall continue in effect from year to year thereafter, unless either party hereto shall give to the other party at least sixty (60) days in advance (written notice), by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to change or amend any of its provisions.

Section C.

After June 30, 1976, this Agreement shall continue on a day-to-day basis while changes or amendments are negotiated. If either party desires to terminate the agreement after June 30, 1976, it will give the other party ten (10) days written notice of its desire.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement

on this _____ day of _____, 197_.

FOR THE UNION:

FOR THE CITY:

