

June 30, 1976

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BIRMINGHAM

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Affiliated With The
INTERNATIONAL BROTHERHOOD
OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

For the Period

June 29, 1974 - June 30, 1976

Birmingham, City of

City of Birmingham
151 Martin Street
Birmingham, Mich.

48012

MICHIGAN CONFERENCE OF TEAMSTERS

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A G R E E M E N T

THIS AGREEMENT is entered into as of July 19, 1974, by and between the City of Birmingham, Oakland County, Michigan, a Michigan Public Corporation, hereinafter referred to as the "City", and Teamsters State, County and Municipal Workers, Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 for the mutual interest of the City, the employees and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in maintaining a proper service to the community.

The parties mutually recognize the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the

respective representatives of all levels and among all employees.

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

I
RECOGNITION

1. BARGAINING UNIT

(a) 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.

(b) All hourly rated employees of the City of Birmingham, Oakland County, Michigan, working in the Department of Public Works, Parks and Recreation Department, Water Meter Department, General Administration and Police Department employees but excluding: all sworn Police Officers; Fire Department employees; all City Office and Clerical employees; Seasonal employees; Guards; Contractual Workers; all City Supervisory employees including forepersons; Planning Department employees; Engineering Department employees; and Building Inspection Department employees.

2. (a) The employees shall be represented by a Steward who shall be a regular seniority employee of the City, as specified

in Section 21, following.

(b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

II

AGENCY SHOP AND DUES DEDUCTIONS

3. (a) Any bargaining unit employees hired on and after the effective date of this Agreement shall, at the conclusion of their probationary period, as a condition of employment, be required to pay to the Union an amount equivalent to the Union's regular dues and initiation fees. Such payment may be made as dues deductions set forth in this section or paid directly to the Union, with proof of payment to Personnel, in accordance with the Constitution and By-Laws of the Union.

(b) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues of Local #214 and pay such amount deducted to said Local #214, provided, however, that the Union presents to the Employer authorization, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. Authorizations received after the signing of this Agreement shall be effective for the life of this Agreement.

(c) Amount of dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(d) Dues deducted shall commence on the first pay day of the month and will be deducted monthly thereafter on the first pay day of the month.

(e) Deduction of initiation fees will be made in two equal amounts from wages payable following two pay periods from the receipt of the authorization.

(f) Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Union finance officer shall furnish the Employer an up-to-date list of those employees who have signed check-off authorizations.

(g) Where an employee who is on check-off is not on the payroll during the pay period which deduction is to be made or who has no earnings, or insufficient earnings during the pay period, or is on a leave of absence, double deductions will be made the following months.

4. (a) No Discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

(b) The City shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Union activity.

5. STEWARD

(a) The Employer recognizes the right of the Local Union to designate a Steward and alternate from the Employer's seniority list. The authority of the Steward and alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (i) The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provisions of the grievance procedure;
- (ii) The collection of dues when authorized by appropriate Local Union action (this shall not be done during working hours);
- (iii) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle

goods, or any other interference with the Employer's business.

(b) The Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage.

(c) 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 working 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 department 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.

(d) The Steward will be given the names and departments of new hires, within the bargaining unit, when they complete their probationary period and the names of unit employees separated.

III
JOINT RESPONSIBILITIES

6. NO STRIKE - NO LOCKOUT

(a) Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in, or slow-down, in any plant 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 or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement.

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

(c) In the event of a work stoppage, or other curtailment, the Union 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.

(d) The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to, any activity herein prohibited, however, the City agrees to withhold discipline and discharge decisions for twenty-four (24) hours except where safety of personnel or equipment is concerned.

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

IV
MANAGEMENT RESPONSIBILITY

7. 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 of location of plants; stations, etc., 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 services of others, together with the selection, procurement, designing, engineering and the control of equipment and materials, except when limited by the express provisions appearing elsewhere in this Agreement.

8. 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 or for other legitimate reasons, the right to establish and maintain reasonable rules and regulations 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 herein set forth.

V
GRIEVANCE PROCEDURE

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

Step 1. Any employee having a grievance shall first take up the matter with the immediate supervisor and his Department Steward if so desired by the employee. If not settled within the shift, it shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) working days of its occurrence shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the Steward and the department superintendent or designated supervisor. The applicable supervisor shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) of 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 Steward, the Personnel Director and the department head within ten (10) working days after conclusion of the Step 2 meeting. The decision of the City shall be given in writing within three (3) 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 Management, including the City Manager, within ten (10) calendar days after the meeting in Step 3, at which either party may have outside representatives present.

Step 5. In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. The City Commission may waive considering the matter. Notice of Request for Consideration must be filed in writing within ten (10) days after date of the City Manager's decision in Step 4. If the City Commission decides to consider the matter, it shall render a decision on the said grievance with or without a hearing. The City Manager will submit the Commission's decision to the Union.

Step 6. If the City Commission elects to render a decision and such decision is not satisfactory to the Union or if the City Commission waives consideration of the matter, either party may, within ten (10) calendar days of notice in writing of either the City Commission's decision on the matter or its decision to waive considering the matter, appeal the grievance to an impartial arbitrator selected under the Rules and Regulations of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties, provided such arbitrator shall only apply

and interpret the terms of this Agreement, and shall not add to, modify or in any other way change the specific terms of this Agreement. The arbitration shall be conducted in accordance with the Rules and Regulations of the American Arbitration Association and subpoenas shall be available to either party under such rules and regulations. Cost of the arbitration shall be shared equally by the City and the Union.

10. 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.

11. Any complaints involving discharge or disciplinary action must be filed in writing within five (5) working days, after the action is taken (excluding Saturdays, Sundays and holidays) and City representatives shall render a decision within five (5) working days (excluding Saturdays, Sundays and holidays) of its receipt.

12. 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.

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

except income from previously held part-time employment outside of his regular work hours.

14. (a) 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.

(b) 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.

15. All layoff and recall notices and notice of disciplinary and discharge action taken and the reason therefor, shall be in writing.

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

17. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to by the Committee and Management.

18. In the event there are grievances or other matters to be considered, a meeting between the Union and Management shall be held not more frequently than once each month (second Wednesday of the Month) for the purpose of discussing and possibly disposing of such grievances and other problems that may exist. A written

agenda shall be prepared and furnished the City at least forty-eight (48) hours in advance of the meeting.

19. Authorized representatives of the Union shall be granted permission to enter the buildings and work areas of the City, upon reasonable advance notice, for the purpose of adjusting grievances with the designated supervisor.

VI
PROBATIONARY EMPLOYEES

20. (a) A new employee shall be a probationary employee without seniority, until he has been employed and actively at work for ninety (90) days, at the end of which time he shall be entered on the Department seniority list of the City as of the first day of his employment.

(b) A probationary employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure.

(c) An employee laid off or terminated within 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 three (3) months service, retroactively, from the day he completes his probationary period, for the purpose of determining his date of employment and position on his department seniority list.

(d) An employee re-hired after ninety (90) calendar days will be considered as a new employee and will begin a new probationary period.

VII
SENIORITY

21. (a) Each employee, upon the completion of his probationary period, shall be placed on his department's seniority list as provided in Section 20. The Departments shall be:

- A. Department of Public Works
- B. Parks and Recreation Department
- C. Water Meter Department
- D. General Administration
- E. Police Department employees, except all sworn Police Officers and clerical employees.

(b) Employees permanently transferred from one department to another shall have their new department seniority based on their date of entry into such department.

(c) Temporary employees shall not acquire seniority.

A temporary employee is an employee who:

- A. normally works on a program not operating more than six months a year, or
- B. works irregularly.

22. Seniority shall terminate if an employee:

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

- (d) If he is absent for three (3) consecutive work days without justifiable reason.
- (e) Gives a false reason to obtain a leave or if he fails to return to work upon termination of any authorized absence without a bona fide excuse acceptable to the City.
- (f) If he is laid off for a period of twenty-four (24) months.
- (g) Separates upon settlement covering total disability.

23. When there is an indefinite reduction of the working forces in a department, 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) Probationary employees in the affected department shall be laid off first, in any order.

(b) If additional layoffs are necessary, seniority employees in the affected department shall be laid off in the reverse order of their seniority, provided those who desire to exercise their seniority have the ability to perform the remaining work.

(c) In the event the employee has seniority to continue working but cannot perform the job of the next lower seniority employee, the City shall reassign him if there is a job he can

perform held by a lower seniority employee in his department.

(d) In the event of a permanent reduction of the level of employment in any department for any reason, employees who lack seniority or capability to continue working shall be entitled to exercise their seniority to be assigned to another department covered by this Agreement, provided there is a lesser seniority employee in such department and provided they are capable of performing the available work with normal supervision and instruction.

24. The Steward shall head his department seniority list for purposes of layoff and recall only: provided he is capable of doing the work available. The Steward shall be returned to his regular standing on the seniority lists upon termination of service as such representative.

25. In the event of an emergency beyond the control of the City, i.e., acts of God, such as 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. If a layoff exceeds three (3) days the work force shall be adjusted according to the layoff procedure as described in this Article.

26. Recalls from layoff by departments shall be by order of seniority provided the employee is capable of performing the work required.

27. (a) Employees on the seniority lists when recalled to work shall be given notice by certified mail to the last address of record.

(b) If any employee fails to report within ten (10) working days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

(c) Employees are required to notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes. Forms will be supplied by the City.

(d) Instances in which employees do not indicate their interest to work within three (3) days of receipt of notice, the next employee in point of service shall be called.

28. When employees are called to work or laid off, the Steward shall be given the names and order of calling or laying off. This shall constitute notice for all purposes of this Agreement.

29. (a) The City shall post true seniority lists in each department of all employees having seniority rights. Seniority lists will contain the names of the employees, seniority date and classification. The lists shall be updated each six (6) months.

(b) The Union shall have ten (10) days from and after the furnishing of said lists in which to object to any item

or items therein. Failure to object to any item or items therein with appropriate indication of the nature of the objection shall constitute acceptance thereof by both parties. To the extent there is any objection to any item or items therein, the parties shall promptly meet and dispose of such disagreement as there may be.

30. 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 but shall not accumulate additional seniority, in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

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

32. (a) An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work in the bargaining unit which, in the judgment of Management and agreeable to the Union, he is capable of performing without regard to any seniority provisions out of this Agreement, provided that this provision shall not accord him super-seniority beyond his seniority date.

(b) An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in

which case a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workmen's Compensation Act.

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

34. (a) 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 on the posting at this time. In such posting the City shall list the minimum qualifications required.

(b) Employees shall be considered in accordance with Section 33 above. Employees in the affected department shall be given first preference.

(c) Employees may be required to remain in their old jobs until properly replaced.

(d) Employees who bid for and are awarded their job bid, shall not be entitled to bid for any other job for a period of twelve (12) months, in the event:

- A. The job bid was a lower rated job, or
- B. The employee refused the job after being awarded it or declined during the trial period. In this latter case the job shall promptly be rebid.

(e) Employees awarded a job bid shall have not to exceed three (3) calendar months 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. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority.

(f) Any employee who feels aggrieved shall take the matter up through the grievance procedure.

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

VIII NEW JOBS

35. If a new job should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate shall be established by the City. During this period the City and the Union shall bargain on the rate of the new classification. If no agreement has been reached at the end of such sixty (60) calendar days after the new job has become fully operational, the matter shall be processed through the grievance procedure.

36. (a) In the event there is a temporary job opening due to illness, emergency leaves, etc., the City may fill such job by transferring another employee or employees to such temporary vacancy at their present rate for a reasonable time not exceeding thirty (30) days, unless a longer time is agreed to by Management and Union.

(b) Upon completion of such thirty (30) days, or immediately if the absence is originally for more than thirty (30) days, the job shall be posted in accordance with Section 34 as a "Temporary Opening".

(c) Employees who return from such leave, etc. shall return to their permanent job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remain available. If not available, such employee may exercise his seniority to attain a job in line with such seniority

IX
HOURS OF WORK

37. (a) The City shall establish the working hours for each Department. The work schedule shall be posted in each Department.

(b) This shall not prevent the City from starting individual schedules to meet operating requirements. Regular schedules shall be posted and shall not be changed, except on five (5) working days written notice, except in emergencies.

(c) When an employee is called back to work at other than his normally scheduled working time, he shall work and be paid a minimum of three (3) hours at the applicable overtime rate. However, in the event the job to which assigned is completed in less than three (3) hours, the employee shall have the option to leave and be paid for time worked only. The pay for time worked shall not be less than two (2) hours at the applicable overtime rate.

(d) The normal work week for the City, other than golf course and ice rink and temporary or part-time employees, shall be Monday through Friday.

(e) There shall be no split shifts for regular employees except in cases of emergency.

X
OVERTIME

38. (a) Employees will be paid one and one-half (1-1/2) times their regular hourly rate for time worked in excess of eight (8) hours in one day.

(b) Employees will be paid one and one-half (1-1/2) times their regular hourly rate for time worked on Saturdays, providing they have worked all of their scheduled hours that week.

(c) Employees will be paid double (2X) their regular hourly rate for time worked on Sundays and holidays. Holiday

premium for work performed shall be in addition to holiday pay the employee may be eligible for.

(d) Regular Golf Course and Skating Rink employees shall not be paid Sunday and holiday premiums.

(e) Regular Golf Course and Skating Rink employees shall be paid one and one-half times (1-1/2) their regular hourly rate if they are called in to work on the sixth consecutive day of their work week, and double time (2X) if they are required to work on the seventh consecutive day of their work week, providing they have worked their scheduled hours that week.

(f) There shall be no duplication of overtime for the same hours worked.

(g) Wherever practicable, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond the regular quitting time.

(h) Other overtime shall, wherever practicable, be distributed equitably among the employees working in the classifications in which the overtime occurs.

(i) Overtime occurring in an emergency situation shall be assigned at the discretion of Department head, with employees in the classification given initial consideration. Errors in the distribution of overtime, in or out of classification, will be corrected by subsequent distribution of available overtime.

(j) Overtime payment shall be in 1/10th hours.

(See Section 39(d).)

(k) Employees scheduled for Saturday, Sunday or holiday work, shall be scheduled a minimum of four (4) hours, however, in the event the job to which assigned is completed in less than four (4) hours the employee shall have the option to leave and be paid for time worked only. The pay for time worked shall not be less than two (2) hours at the applicable premium rate.

39. (a) Employees shall be regular in their attendance and observe the working hours established by the City.

(b) Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the regulations under which time off is to be taken.

(c) If, for some legitimate reason, employees are unable to report for work at the established time set by the City for their particular shift to begin, the Supervisor on duty should be notified prior to starting time, unless physically impossible. Failure to do so shall result in disciplinary action up to and including discharge.

(d) All employees absent without authorized leave, or who report late shall be penalized by way of a pay deduction in multiples of 1/10th of an hour for each six (6) minutes or fraction thereof, for each day or portion of a day.

(e) Habitual tardiness shall be cause for disciplinary action up to and including discharge.

(f) A continuing balance of each employee's vacation and illness allowance will be kept in the employee's personnel record.

XI
LEAVE OF ABSENCE

40. (a) An employee, for justifiable reasons, may be granted a leave of absence without pay of up to two (2) weeks by his department head. Extensions thereof, if any, must be approved in writing by the City Manager with a copy to the Union, and shall not exceed six (6) months.

(b) During the period of absence the employee shall not engage in gainful employment.

(c) Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved.

(d) The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length

of time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

XII
VACATIONS

41. (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 his 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.

(b) Vacations must be taken in the calendar year following the year in which they were earned unless advance written approval of the City Manager is obtained.

(c) Employees shall not be entitled to earned vacation pay if any of the following applies:

(i) If an employee separates himself from the City by reason of absence without leave.

(ii) If an employee fails to give at least seven (7) calendar days notice in advance of the termination date.

(iii) If an employee leaves the employ of the City before completing six (6) months of service.

(d) Vacation time earned in one year shall be granted in the following year.

(e) Paid sick time shall count as time worked in computing vacation earned. Time off due to workmen's compensation injuries, due to City employment, may be counted to the extent of an employee's sick leave bank.

(f) 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.

(g) Vacation Splitting -

(i) Not to exceed five (5) days of vacation.

May be taken at random, as individual (single) days, with advance notice to the Department head or his designee.

(ii) Employees eligible for two (2) weeks (ten (10) work days) or more vacation, should take the balance of his vacation in portions of not less than one (1) week.

(iii) Vacation shall not be taken in advance of being earned without written approval of the City Manager.

(h) The amount of vacation used by an employer shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence.

(i) Vacations will be taken at the convenience of the Department and with the approval of the Department head. Senior employees shall have preference in selection of vacation period.

(i) Request for vacation periods of one (1) week

or more shall be made to the Department head by April 1st of the calendar year, with seniority determining order of selection.

(ii) Request received after April 1st and before July 1st of the calendar year shall be on a "first come-first serve" basis without regard to seniority.

(iii) Any employee who has not made a vacation selection by July 1st of the calendar year may be assigned a period by the Department considering work assignment and classification affected.

(j) Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his earned vacation as of the date of his separation.
(Subject to (c) above.)

(k) The leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Manager.

(l) Except for the exceptions in 41.(f), an employee who has not taken his vacation by December 31st of the year after which his vacation was earned shall forfeit all rights to such vacation.

XIII
HOLIDAYS

42. (a) Seniority 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 Day (effective 7/1/75)	
Christmas Day	December 25
December 24 and 31	See (d) below
Personal Day	See (g) below
Employee's Birthday	See (h) below

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

(c) Temporary and all other employees who have not completed their probationary period are not eligible to receive holiday pay.

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

(e) Eligibility - To be eligible for the holiday pay, the seniority employees must work the regular working day before and the regular working day after the holiday, unless absent on approved paid sick leave or vacation.

(f) Equal time off with pay will be given to certain employees in the Parks and Recreation Department who as a part of their regular schedule, are required to work on the specified legal holidays. The time taken off in any given calendar year will be for the holidays occurring in the previous year.

(g) Personal Day - A seniority employee will be granted one (1) work day during the calendar year as a Personal Leave Day, 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.

(h) Employee's Birthday - A seniority employee will be granted one (1) work day, with pay, during the calendar week of his birthday, upon approval of the Department head.

XIV
ILLNESS ALLOWANCE

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

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

(c) Employees will be credited with illness allowance earned after they complete their six (6) months of employment.

(d) In order to receive illness allowance, the employee must notify his supervisor before he 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.

(e) An employee shall lose his pay for the first day of his third period of absence and of all subsequent periods of absence during a twelve month (12) period if there is reason to believe that the employee has at any time misused the illness allowance.

(f) 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.

(g) 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.

(h) 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.

(i) The amount of illness allowance used by an employee will be equal to the number of regularly scheduled hour 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.

(j) 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.

(k) A written authorization, from the employee's attending physician, is requested before an employee may return to work following a prolonged illness or injury absence.

(l) Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

(m) Illness allowance shall cease to accrue in instances where an employee is absent one (1) month or more and receives illness allowance or Workmen's Compensation benefits.

(n) The employee injured on other gainful employment outside of City employment shall not be eligible for illness allowance.

(o) Upon death or retirement under the City Retirement Plan, employees shall be entitled to receive an 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.

XV
WORKMEN'S COMPENSATION

44. (a) The employer 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.

(b) When an employee sustains a job-incurred injury attributable to City employment, accumulated illness allowance or vacation (in that order) will be used to provide the regular compensation received for a forty (40) hour work week. 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.

(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.

(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.

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

XVI
EMERGENCY LEAVE

45. Emergency Leave - such 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 department head and the Personnel director.

(a) In case of a death in his immediate family, an employee who has completed his probationary period may be granted a Leave of Absence with pay for a period not to exceed four (4) work days. Such leave shall not extend beyond the day after the funeral, and in order to be eligible, the employee must attend the funeral.

(b) 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.

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

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

(e) "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.

(f) "Employee-Retiree" - Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree.

(i) Those employees who may be spared from the work assignments, have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reasons shall rest with the department head.

(ii) Under no circumstances is the department to be closed or services appreciably reduced

without prior written approval of the
Manager's office.

(g) 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.

(h) An employee will be permitted up to a total of one (1) day off under the emergency leave provisions when his wife is having a baby.

(i) An employee who is elected to Union office or to a union function shall be granted leave to attend without pay where the request is made with reasonable advance notice and the department will not be shorthanded.

XVII
MILITARY SERVICE

46. An employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall, upon termination of service, be re-employed in line with his seniority, at the then current rate for such work, provided he

has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

XVIII
MILITARY TRAINING LEAVES

47. 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.

- (i) The pay shall be adjusted so that the total pay from such unit and City pay will equal the normal take home pay.
- (ii) 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 department is determined.
- (iii) No more than one military training leave can be granted at any one time from a given department.
- (iv) 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.

XIX
JURY DUTY

48. 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.

49. The term "without loss of pay" both here and in other sections of this Agreement pertains to a normal forty (40) hour work week.

50. (a) Private employment by an employee in off-duty time may be permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to adequately perform his duty of employment with the City.

(b) Employees who wish to accept outside employment shall communicate that fact to their department head and secure prior written approval.

(c) No employee shall be allowed to hold two (2) separate and distinct jobs with the City.

XX
TRAINING

51. (a) The City may authorize in-service training programs with pay, for employees to take schooling in the interests of the City.

(b) Further, any employee who is requested to, and does attend, an outside training course shall be reimbursed for necessary approved expenses and supplies. The employee shall be paid for all time spent during his normal working hours while attending such training course.

(c) An optional Education Assistance Program shall be provided as set forth in Schedule "C".

XXI
LUNCH HOURS, REST PERIODS AND CLEANUP TIME

52. (a) All employees shall receive a forty-five (45) minute unpaid lunch period. Whenever possible the lunch period shall be scheduled at the middle of each shift.

(b) All employees shall receive a fifteen (15) minute work break during the morning and afternoon hours. The City may require they be on site.

(c) Employees shall have personal cleanup time of ten (10) minutes at the end of their scheduled workday.

XXII
BULLETIN BOARD

53. The City agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notice of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the Personnel Director prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

XXIII
SAFETY AND SANITARY CONDITIONS

54. (a) The City agrees to maintain sanitary, safe and healthful working conditions in accordance with the Michigan Department of Labor.

(b) The City will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.

(c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary or fire regulations issued by the City (per Michigan Department of Labor.)

(d) The Union may have a representative on the safety committee which meets, periodically, for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

(e) When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor, after a review of the condition involved, to perform the work involved, the employee shall perform the work under protest and shall refer the matter to the safety committee for consideration and recommendation.

(f) The City shall consider the personal safety of the employees in establishing operational procedures.

XXIV
LOSS OR DAMAGE

55. (a) Employees shall not be charged for damage to property of others unless clear proof of negligence or willful intent is shown.

(b) This Article is not to be construed as applying to charging employees for damage to City tools and equipment.

XXV
EQUIPMENT, ACCIDENTS AND REPORTS

56. (a) The City 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.

(b) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

(c) Any employee involved in any accident shall immediately report said accident and any physical injury sustained or property damage. When required by the City, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action up to and including discharge.

(d) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies; one copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe

condition for operation until same has been approved as being safe by the mechanical department.

(e) When the occasion arises where an employee gives written report on forms in use by the City of a vehicle being in unsafe condition for working or operation, and received no consideration from the Employer, he shall take the matter up through the grievance procedure.

(f) Suitable rain coats and hats, rubbers, boots and safety equipment will be furnished by the City.

(g) The City will furnish the wash rooms and lockers for the changing and storing of clothing.

XXVI
SEPARABILITY AND SAVINGS CLAUSE

57. (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.

(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 the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

XXVII
INSURANCE

58. (a) The City will offer a comprehensive insurance program to supplement other benefits and provide security for employees for major and serious losses resulting from accident and/or illness.

(b) Regular employees shall be eligible for the group insurance program except Blue Cross/Blue Shield Hospitalization and Surgical Coverage, Master Medical drug rider and optical coverage which are covered in Schedule B, after one (1) month of continuous employment. If application is delayed more than thirty (30) days after an employee is eligible, a physical examination may be required by the insurance company which holds the right to accept or reject such application.

(c) All claims other than hospital and surgical, shall be filed through the Personnel Office. The employee is responsible for notifying Personnel of any change in the number

of his dependents or status in his insurance coverage.

(d) For a summary of protection, see Schedule "B".

XXVIII
RETIREMENT

59. 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 from one and nine-tenths (1.9%) percent to two (2%) percent.

XXIX
HEALTH EXAMINATIONS AND REQUIREMENTS

60. (a) Each employee covered by this Agreement must maintain a medically acceptable personal physical fitness commensurate with the duties and requirements of the position he occupies. This shall include demonstrating such condition by a physical examination. Failure to do so shall result in disciplinary action up to and including discharge.

(b) Each third year the City shall provide general physical examinations for all representated employees (forty (40) years of age and over, on an optional basis.

XXX
PAY PERIOD

61. (a) Employees will be paid by check every two (2) weeks. Checks will be distributed by the Department Head or his representative every other Thursday.

(b) Emergency Pay Advance - Checks may be issued in advance only WITH THE APPROVAL OF THE DEPARTMENT HEAD AND THE PERSONNEL DIRECTOR.

(c) Requests for vacation payroll advances must be approved by the Department Head and submitted to the Personnel Office for verification seventy-six (76) hours before expected delivery of the check. Requests during a pay period for pay that period must be received not later than the Thursday preceding the Thursday the checks are normally received.

XXXI
TERMS

62. This Agreement shall become effective upon execution, except that First Year wage increases granted herein, shall be made retroactive to July 1, 1974, to all employees on the payroll on the date of execution of the Agreement.

63. The Classifications and Rates in effect for the employees covered by this Agreement are set forth in Schedule "A" attached hereto, and by this reference made a part thereof.

64. 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 the other party at least sixty (60) days' 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 terminate the same or to change or amend any of its provisions.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 19th day of July, 1974.

FOR THE UNION:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

/S/ WALTER SACHARCZYK

FOR THE CITY:

CITY OF BIRMINGHAM,
OAKLAND COUNTY, MICHIGAN

/S/ ROBERT T. KELLY
Mayor

/S/ BETH COLE
Clerk

SCHEDULE "A" - PART I
 TEAMSTER'S HOURLY RATES PER LABOR AGREEMENT FOR PERIOD:
 JUNE 30, 1974 - JUNE 29, 1975

JOB TITLE &
 PAY GRADE:

	MINIMUM:	3 Months	6 Months	9 Months	12 Months	24 Months	36 Months
<hr/>							
I							
*LABORER	4.64	4.84		5.06			
BUILDING MAINTENANCE							
PARK MAINTENANCE I							
<hr/>							
II							
CHIPPER OPERATOR							
METER MAINTENANCE	4.76		4.99		5.22	5.45	
TREE TRIMMER							
CONCESSION OPERATOR							
REFUSE COLLECTOR							
EQUIPMENT OPERATOR I							
PARK MAINTENANCE II							
ARENA MAINTENANCE							
GOLF AND ARENA MAINTENANCE							
<hr/>							
III							
Pipe Tapper	4.91		5.09		5.27	5.46	5.63
<hr/>							
IV							
PARKING METER SUPERINTENDENT							
SENIOR BUILDING MAINTENANCE							
SENIOR GOLF & RINK MAINTENANCE	5.08		5.27		5.46	5.65	5.84
MECHANIC							
EQUIPMENT OPERATOR II							
SENIOR ARENA MAINTENANCE							
<hr/>							
V							
TRAFFIC SIGN MAINTENANCE							
SENIOR TREE TRIMMER	5.26		5.46		5.66	5.85	6.05
ASSISTANT FOREPERSON							
UTILITY							

* Whenever the Laborer classified employee, who works in the Police Department, is assigned to do work in the Traffic Sign Maintenance, Animal Control Officer, or Parking Meter Superintendent classifications, he shall be paid for all actual hours worked in such classification the rate set forth herein as the maximum rate for Pay Grade II.

SCHEDULE "A" - PART II
TEAMSTER'S HOURLY RATES PER LABOR AGREEMENT FOR PERIOD:
JUNE 30, 1975 - JUNE 30, 1976

JOB TITLE &
PAY GRADE:

	MINIMUM:	3 Months	6 Months	9 Months	12 Months	24 Months	36 Months
I							
*LABORER	4.89	5.09		5.31			
BUILDING MAINTENANCE							
PARK MAINTENANCE I							
II							
CHIPPER OPERATOR							
METER MAINTENANCE	5.01		5.24		5.47	5.70	
TREE TRIMMER							
CONCESSION OPERATOR							
REFUSE COLLECTOR							
EQUIPMENT OPERATOR I							
PARK MAINTENANCE II							
51 ARENA MAINTENANCE							
GOLF AND ARENA MAINTENANCE							
III							
Pipe Tapper	5.16		5.34		5.52	5.71	5.88
IV							
PARKING METER SUPERINTENDENT							
SENIOR BUILDING MAINTENANCE	5.33		5.52		5.71	5.90	6.09
SENIOR GOLF & RINK MAINTENANCE							
MECHANIC							
EQUIPMENT OPERATOR II							
SENIOR ARENA MAINTENANCE							
V							
TRAFFIC SIGN MAINTENANCE							
SENIOR TREE TRIMMER	5.51		5.71		5.91	6.10	6.30
ASSISTANT FOREPERSON							
UTILITY							

* Whenever the Laborer classified employee, who works in the Police Department, is assigned to do work in the Traffic Sign Maintenance, Animal Control Officer, or Parking Meter Superintendent classifications, he shall be paid for all actual hours worked in such classification the rate set forth herein as the maximum rate for Pay Grade II.

Shift Differential -

Afternoon - ten (10¢) cents per hour.

Midnights - fifteen (15¢) cents per hour.

Afternoon shift to mean employee who regularly starts his shift on or after 3:00 P.M.

Midnight shift to mean employee who regularly starts his shift on or after 11:00 P.M.

LONGEVITY BONUS

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

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

- (i) Longevity bonuses shall be payable during the first full calendar week of December to those eligible.
- (ii) Payment and participation shall be determined by the employee's continuous employment anniversary celebrated prior to December 1 of that year.
- (iii) 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.
- (iv) 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.

COST OF LIVING PROPOSAL

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

(a) The Cost of Living Allowance shall be determined and adjusted quarterly in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumers Price Index, subject to the limitations hereinafter set forth.

(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 (\$.12) cents per hour, shall be paid based on the changes in the BLS Consumer Price Index for November, 1974 as compared to to April, 1975, on the basis that each .5-change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment shall be paid on the assumption that the BLS Consumer Price 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 (\$.12) cents, 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 Consumer Price Index equals \$.01 up to the maximum of \$.12 payable during the second year of the contract.

(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 Consumer Price 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.

(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 payment and other compensated time off.

(e) In the event the Bureau of Labor Statistics does not issue the Consumer Price 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.

(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 Consumer Price Index for any base month.

(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 Consumer Price 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 Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumers Price Index in its present form and calculated on the same basis as the Index for June, 1974.

SCHEDULE "B"

Group Insurance Benefits

I. Hospital and Surgical Benefits:

- (a) The coverage for employees and dependents shall be that known as "Semi-Comprehensive Hospital - D 45 NW, MVF-1, M-L, Option 2-1". (Michigan Blue Cross and Michigan Blue Shield plan.)
- (b) Effective August 28, 1974, Blue Cross/Blue Shield Master Medical Option 4, and Blue Shield prescription drug rider, \$2.00 co-pay.
- (c) Effective July 1, 1975, optical service expense benefits (attached hereto as "Schedule D") 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.
- (d) Hospital and surgical coverage, Master Medical, and drug coverage and optical coverage as set forth in Schedule "D" shall be fully paid for 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.

II. Disability Benefits:

- (a) 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.
- (b) Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent 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.
- (c) Monthly Long Term Disability benefit provides for an aggregate income of seventy (70%) percent 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.

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

III. Life Insurance:

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

- (a)
- | | | |
|-----------------------------|---|---------------------|
| \$ 6,700 to \$ 8,200 salary | - | \$ 7,000 face value |
| 8,201 to 9,700 salary | - | 9,000 face value |
| 9,701 to 11,200 salary | - | 11,000 face value |
| 11,201 to 12,700 salary | - | 13,000 face value |
| 12,701 to 14,200 salary | - | 15,000 face value |
- (b) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.
- (c) The amount of insurance shall be determined by the scheduled annual salary rate being received by the employee on January 1 of each year.
- (d) 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.

SCHEDULE "C"

EDUCATIONAL ASSISTANCE PROGRAM

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.

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.

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) Applications 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, trade 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 dollar (\$100.00) limitation per participant per fiscal year for non-credit courses.

(6) Reimbursement for tuition and required text books shall be according to the following schedule:

100% reimbursement for courses completed with "A" or numerical equivalent.

75% reimbursement for courses completed with "B" or numerical equivalent.

50% reimbursement for courses completed with "C" or equivalent.

0% reimbursement for courses completed with a grade less than "C".

(7) 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.

(8) 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.

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

(10) 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.

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.

SCHEDULE "D"

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.