

Jan 1, 1975

A G R E E M E N T

LABOR AND INDUSTRIAL
between
RELATIONS LIBRARY

Michigan State University
CITY OF CADILLAC
and

UNITED STEELWORKERS OF AMERICA
LOCAL UNION NO. 14317

TERM: January 1, 1973 - January 1, 1975

*City Manager
City Hall
Cadillac, Mich. 49601*

Cadillac, Mich

INDEX

| <u>TITLE</u> | <u>SECTION</u> | <u>PAGE</u> |
|--------------------------------------|----------------|-------------|
| Agency Shop | 3 | 2 |
| Application of Seniority | | 8 |
| Arbitration Attendance | 11 | 6 |
| Arbitrator's Powers | 10 | 6 |
| Bargaining Unit | 2 | 1 |
| Beneficiaries | 49 | 22 |
| Bulletin Board | 28 | 13 |
| Call Back Pay | 30 | 14 |
| Captions | 57 | 24 |
| Cost-of-Living Allowance | 34 | 15 |
| Dues Deduction | 4 | 3 |
| Duration of Agreement | | 24 |
| EEA Employees | 17 | 9 |
| Effect of Agreement | 54 | 23 |
| Eye Glasses | 46 | 21 |
| Federal Insurance | 43 | 20 |
| Fringe Benefits | | 15 |
| Funeral Leave | 47 | 21 |
| Grievance & Arbitration Procedure | | 4 |
| Grievance Procedure | 6 | 4 |
| Holiday Pay Eligibility | 37 | 16 |
| Hospitalization Insurance | 41 | 19 |
| Job Posting | 20 | 9 |
| Jury Duty | 48 | 22 |
| Life Insurance | 42 | 19 |

INDEX

| <u>TITLE</u> | <u>SECTION</u> | <u>PAGE</u> |
|---------------------------------|----------------|-------------|
| Limitations on Mechanic Bidding | 21 | 10 |
| Locker Rooms | 27 | 13 |
| Longevity | 40 | 18 |
| Loss of Seniority | 19 | 9 |
| Lost Tiem | 8 | 5 |
| Military Leave | 52 | 23 |
| Miscellaneous | | 22 |
| Modification of Agreement | 55 | 24 |
| No Discrimination | 50 | 22 |
| No Strike - No Lockout | 13 | 8 |
| Overtime | 25 | 13 |
| Peaceful Realations | | 8 |
| Pension | 44 | 20 |
| Practices | 56 | 24 |
| Premium Pay | 32 | 14 |
| Probationary Period | 15 | 8 |
| Purpose | 1 | 1 |
| Recall | 18 | 9 |
| Recognition | | 1 |
| Recognized Holidays | 36 | 15 |
| Reduction of Employees | 16 | 8 |
| Representation | | 4 |
| Reservation of Rights | | 7 |
| Retirement | 51 | 23 |
| Rights of City | 12 | 7 |

| <u>TITLE</u> | <u>SECTION</u> | <u>PAGE</u> |
|---------------------------|----------------|-------------|
| Second Shift Sewage Plant | 24 | 12 |
| Selection of Arbitrator | 9 | 6 |
| Seniority Definition | 14 | 8 |
| Sewage Plant Weekend Work | 23 | 12 |
| Sewer Machine Operator | 35 | 15 |
| Shift Premium | 33 | 14 |
| Sick Leave | 39 | 17 |
| Temprrary Transfer Rate | 31 | 14 |
| Time Limits | 7 | 5 |
| Uniforms | 45 | 20 |
| Union Committee | 5 | 4 |
| Union Security | | 2 |
| Vacations | 38 | 16 |
| Vehicle Inspection | 26 | 13 |
| Wages | | 14 |
| Work Rules | 53 | 23 |
| Working Conditions | 22 | 10 |
| Appendix "A" | | |
| Appendix "B" | | |
| Appendix "C" | | |

AGREEMENT

THIS AGREEMENT made this 6th day of June, 1973, effective January 1, 1973, by and between the CITY OF CADILLAC, Michigan, hereinafter call "City", and the UNITED STEELWORKERS OF AMERICA, on behalf of its LOCAL UNION NO. 14317, together hereinafter referred to as the "Union".

WITNESSETH:

In consideration of the mutual and reciprocal promise of the parties hereto, herein contained, the parties hereto covenant and agree as follows:

Section 1. Purpose. That this Agreement is for the exclusive joint use and benefit of the contracting parties and the provisions here in defined and set forth shall be construed as binding upon and effective in determining the relations between the parties hereto, that this Agreement shall promote and improve industrial and economic relationships, and to set forth therein the basic agreement covering the rates of pay, hours of work, and conditions of employment to be observed hereto.

RECOGNITION

Section 2. Bargaining Unit. It is agreed that the Employer recognizes the United Steelworkers Union and the Local 14317 as the sole and exclusive bargaining agent for the Street and Sewage Department, and Water Department, with the exception of Superintendent, supervisory, clerical personnel and temporary and

seasonal employees. Temporary and seasonal employees shall be employees hired as such by the City for the limited period of one hundred and eighty (180) days ending November 1 of each year. No permanent employee shall be displaced by a temporary or seasonal employee. No temporary or seasonal employee shall work overtime without first offering such overtime to permanent bargaining unit employees.

UNION SECURITY

Section 3. Agency Shop. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regard to such matter.

- (a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement and by law to represent all of the employees in the bargaining unit fairly and equally, without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it

is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

- (b) In accordance with the policy set forth above, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by the other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues and legal assessments. For each new employee, such payment shall commence with the first checkoff date following his first sixty (60) days of employment.

Section 4. Dues Deduction. The City will deduct on the last payday of each month the sum of the employee's dues, initiation fees and legal assessments, if any, and remit the same to the United Steelworkers of America, upon signed authorization of the employee. The check shall be accompanied by a list of names showing dues, etc., deducted or the reason for no deduction, and a copy sent to both the Regional Office of the Union at 220 S. James Street, P.O. Box 543, Ludington, Michigan 49431 and the Financial Secretary-Treasurer of the Local Union.

REPRESENTATION

Section 5. Union Committee. The employees shall have the right to be represented by their duly elected committee consisting of two (2) members, the President of the Local Union, and an International Union Representative. The City shall negotiate with this committee as the representative of its employees. Steward and Committeemen are to be given a list of all employees' rates and classifications and future changes relating thereto.

GRIEVANCE AND ARBITRARIION PROCEDURE

Section 6. Grievance Procedure. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Step 1. An employee with a grievance may bring his grievance in writing to the Superintendent of the Department within five (5) days of the occurrence giving rise to the grievance.

The grievance shall state the date of the matter involved and such other matters that seem important and the provision of the Agreement that has been violated. The Superintendent shall meet within three (3) days with the employee and grievance committee and shall give in writing his answer to the grievance within the next three (3) working days.

- Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance committee may appeal such grievance to the City Manager within five (5) working days of the answer in Step 1. The City Manager shall meet with the grievance committee five (5) working days from receipt of the grievance and give his answer in writing to the grievance committee within the next five (5) working days.
- Step 3. If the grievance is not resolved at Step 2, the Union may request assistance from the Michigan Employment Relations Commission, and if not satisfactorily settled, may then request binding arbitration from the City within ten (10) days after the conclusion of mediation.

Section 7. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled and, if not followed by the City, shall advance to the next step. The time limits in the grievance procedure may be extended by mutual agreement. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 8. Lost Time. No employee shall lose pay for time spent attending grievance hearing during working hours.

Section 9. Selection of Arbitrator. Any grievance which is arbitrable may be submitted to one arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the City and Union.

Section 10. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of the Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement and that he shall not have power or authority to amend, alter, or modify this Agreement in any respect. Any award of the arbitrator shall not be retroactive prior to the effective date of the grievance. The arbitrator's decision shall be final and binding upon the Union, City and Employee involved, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

Section 11. Arbitration Attendance. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select one representative employee to attend the hearing. Any employee called as a witness, whether by the City or the Union, shall be excused from the hearing after the testimony is completed.

RESERVATION OF RIGHTS

Section 12. Rights of City. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work (subject to negotiation of wage rate for the classification) and to determine number of personnel required; to direct and to control operations; to discontinue, combine or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance (subcontracting) either in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of management.

The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to fix and determine penalties for violations of work rules; to make judgements as to ability and skill, to establish and change work schedules, provided however, that these rights shall not be exercised in violation of any specific provision of the Agreement. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer without limitations, implied or otherwise,

matters not specifically and expressly limited by this Agreement. The Union acknowledges that the only concessions made by the City are those specifically recited in this Agreement and violations thereof are subject to the grievance procedure.

PEACEFUL RELATIONS

Section 13. No Strike - No Lockout. The Union agrees that there shall be no strikes, slowdown, or other interruption of work by any of its members during the term of this Agreement, but any disputes or differences shall be taken up under the grievance procedure of this Agreement. The City agrees that there shall be no lockouts during the term of this Agreement.

APPLICATION OF SENIORITY

Section 14. Seniority Definition. Seniority shall be defined as the length of continuous service commencing from the employee's last date of hire upon completion of the probationary period. Department Seniority shall be established upon completion of the probationary period.

Section 15. Probationary Period. An employee shall be on probation for the first sixty (60) days following his date of employment.

Section 16. Reduction of Employees. Whenever a reduction of employees is necessary because of a lack of work or funds, employees shall be laid off on the basis of their departmental seniority. When a layoff in personnel would

involve a mechanic(s), the City may retain the mechanic even if he has less seniority than other employees, unless there is another employee(s) who would be retained and who can perform the minimal duties of the mechanic's work.

Section 17. EEA Employees. No regular Union employee shall be laid off while any other employee who is being paid by EEA or other type program remains on the payroll.

Section 18. Recall. After sixty (60) days employment a man with seniority on layoff shall be recalled before a new man is hired.

Section 19. Loss of Seniority. An Employee's seniority shall expire when an employee is laid off for more than his period of employment, or his time worked, up to a period of two (2) years.

Section 20. Job Posting. All permanent new jobs or vacancies within a classification within the bargaining unit shall be posted for three (3) days on the bulletin board in the department. Interested employees may sign the posting. The applicant who is qualified to perform the work and who has the greatest seniority shall be given the job. If there is a question as to an employee's qualifications, he shall have up to thirty (30) days to qualify. If the employee is disqualified, he shall return to his former job. The City shall determine a permanent new job or vacancy where the skill of the work or the frequency of operation requires that a permanent assignment of an employee is required through this posting

procedure. Vacancies which are temporary in nature or are occasioned by vacations or leaves of absence are not subject to this posting procedure. The length of the vacancy may vary in specific cases.

Anyone bidding for a job or is hired for a job in the garage as mechanic or mechanic's helper, will not be eligible to bid another outside job for a period of two (2) years after his thirty (30) days trial period is up.

Section 21. Limitations on Mechanic Bidding. Any senior employee bidding for a job in the garage as a mechanic must demonstrate previous experience, either in the employ of the City or otherwise, which would enable him to qualify in the allotted time period.

WORKING CONDITIONS

Section 22. Schedules of Work.

(a) Normal Schedules for Street Department.

(1) Monday thru Friday

7 A.M. to 11:30 A.M. and
12:30 P.M. to 4 P.M.

(2) Sweeping Schedule, Monday thru Friday

1 A.M. to 9 A.M.

or

Monday thru Thursday regular Hrs. (1)

Friday 1 A.M. to 9 A.M.

- (3) Night Shift-Summer Schedule,
April 1, to November 1.
One (1) regularly Scheduled man

Monday thru Friday
4 P.M. to 12 Midnight

- (4) Winter Schedule,
November 1 to April 1
Night shift - two (2) regularly
scheduled men.

Monday, Tuesday and Friday
4 P.M. to 12 midnight

Wednesday and Thursday
8 P.M. to 4 A.M.

Monday, Tuesday and Friday
11 P.M. to 7 A.M.

Saturday and Sunday
8 P.M. to 4 A.M.

- (b) Normal Schedule for Water Department.

- (1) Monday thru Friday

7 A.M. to 11:30 A.M. and
12:30 P.M. to 4 P.M.

- (2) May 15 thru September 15th, the City
may change to a Tuesday thru Satur-
day schedule for some personnel to
handle the heavy pumping needs.

If a man is scheduled to work Sat-
urday he will receive Friday, Sat-
urday and Sunday of the next week
off.

(c) Normal Schedule for Sewage Plant.

(1) Monday thru Friday

7 A.M. to 11:30 A.M.
and 12:30 P.M. to 4 P.M.

(2) Saturday and Sunday as necessary under existing conditions.

(3) See Section No. 24.

(d) These schedules are established only to determine the hours for the computation of overtime rates and the City may change schedules as the work conditions require subject to at least fifteen (15) days notice to the Union in advance of the change.

Section 23. Sewage Plant Weekend Work. The Sewage Disposal Plant personnel shall work on the weekends as scheduled, and compensatory time shall be given as payment for time worked. However, when it is necessary to call additional personnel, the additional personnel shall be paid in accordance with Section 31.

Section 24. Second Shift Sewage Plant. When the City establishes a second shift for the Sewage Plant, the following shall apply:

- (a) The City will post the hours for a second shift as soon as they are determined by the Superintendent.
- (b) When the shift is established the Shift Leader on this shift will re-

ceive a minimum of an additional ten (10¢) per hour

- (c) When the second shift is established, the City agrees to abolish compensatory time with all overtime at time and one-half. Call-in time shall be at the rate of time and one-half for actual hours worked or three (3) hours at straight time which ever is the greater.

Section 25. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime shall be divided as equally as possible.

Section 26. Vehicle Inspection. A monthly safety inspection of all vehicles shall be made by the Street Superintendent and the Union President and/or Chief Steward, in order to keep the equipment in the best possible shape, considering the age and condition of the equipment and the degree of repairs necessary. The City will try to replace equipment as needed and keep it in good repair as time and budget permits.

Section 27. Locker Rooms. The City shall provide the employees with locker rooms and a place to eat, which also may be used for holding union meetings.

Section 28. Bulletin Board. The City will provide an employees bulletin board where any individual or group of employees may post notices, providing, they are not Commercial notices; personal or defamatory in Character.

WAGES

Section 29. The wage rates for classifications set forth in Appendix "A" attached hereto and made a part thereof shall remain in effect during the term of the Agreement.

Section 30. Call Back Pay. An employee shall receive not less than three (3) hours straight pay when called in outside of his regular work hours, or time and one-half for the time worked, whichever is the greater.

Section 31. Temporary Transfer Rate. An employee temporarily transferred to a higher paid job shall receive the higher rate if he works on the higher rated job eight (8) hours or more in a workweek. An employee transferred to a lower paid job on a temporary basis shall receive his regular rate.

Section 32. Premium Pay. Time and one-half will be paid hourly paid employees who perform work prior to their regularly scheduled starting time and over and above their regular scheduled workweek as defined in Section 22 of this Article. Hours worked in excess of the eight (8) hours in any workday shall be paid for at one and one-half times the normal rate of pay.

Section 33. Shift Premium. Employees who are regularly assigned to work the second or third shift shall receive an additional twelve cents (12¢) shift differential per hour.

Section 34. Cost-of-Living Allowance. The cost-of-living adjustment will be added to the base rate of each job classification in accordance with the schedule set forth in Appendix "B". The cost-of-living adjustment will be effective beginning with the first full pay period after the "Consumer Price Index" is received in the City Manager's office. This Index figure should be received approximately the 22nd of January, April, July and October.

Section 35. Sewer Machine Operators. The Street Department Superintendent, at his discretion, may pay the head sewer machine operator heavy equipment wages after a three (3) month trial period because of experience and knowledge of the sewer system. Also, after a six (6) month period, the head sewer machine operator shall be entitled to heavy equipment operator rates.

FRINGE BENEFITS

Section 36. Recognized Holidays. Time off with pay for hourly employees shall be allowed for the following holidays: New Years Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Good Friday afternoon, and an employee's birthday, if such holidays fall on the first five days of the workweek, Monday through Friday. When a holiday falls on Saturday, the employees work Monday through Friday and receive pay for six (6) days. Should a holiday fall on Sunday or the seventh day of the week, then Monday or the first day of the workweek shall be celebrated

in lieu of such holiday. One day with pay will be given as time off on the last work-day before Christmas Day and New Years Day. If an employee's birthday falls on Saturday, he shall be given Friday off, and if an employee's birthday falls on Sunday, he shall be given Monday off.

Section 37. Holiday Pay Eligibility.

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must work his hours on the City's last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by the City.
- (b) An employee who agrees to work on a holiday, but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- (c) If the employee is absent on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.

Section 38. Vacations. Each employee who has worked for the City more than one (1) year shall be entitled to one (1) week Vacation with pay. Each employee who has worked (2) years or more shall be entitled to two (2) weeks vacation with pay. Each employee who has worked seven (7) years or more is entitled to three (3) weeks vacation with pay.

Each employee who has worked fifteen (15) years or more is entitled to four (4) weeks vacation with with pay. The City Manager shall allow said vacation at a time when said employee is not indispensable or necessary. Vacations may be taken any time after January 1st and may be taken all at one time or spread over the year. Vacation shall be paid on an eight hour day.

Section 39. Sick Leave. The provisions regarding use of sick leave are outlined as follows:

- (a) Sick leave with pay will be granted each permanent employee of the City. Sick leave will consist of one (1) eight-hour day per month for each completed month of service to a total of not more than one hundred twenty (120) working days.
- (b) Upon request of the Department Head or City Manager, an employee requesting sick leave shall submit a satisfactory medical certificate, covering the period for which such claim is made. However, in all cases, the Department Head must be notified before the start of the working day, or sick leave request shall be denied.
- (c) Sick leave will be authorized for individual employee's sickness and up to four (4) days per year may be granted for sickness in the

employee's immediate family. For example: out of town trips for medical and dental purposes and any other reason when approved by the Department Head.

- (d) Employees will be entitled to 50% of accumulated sick leave up to a maximum of thirty (30) days if they are fired or discharged for any reason. Employees will be entitled to 50% of accumulated sick leave if they voluntarily terminate their employment. Employees will be entitled to a maximum payment of 75% of all accumulated sick leave upon retirement and/or death. In case of accident, sick leave shall be paid along with workman's Compensation in order to equal regular pay, but in no event will an employee be paid more than his base rate.

Section 40. Longevity. The payment of longevity is set forth in Appendix "C" and shall be paid as follows:

- (a) After three (3) years of service, all permanent employees shall be eligible for longevity benefits starting at \$50.00, and \$20.00 per year shall be added for each additional year of service, with a maximum of \$320.00 after fifteen (15) years of service in accordance with Appendix "C".

- (b) October 1 of each year shall be the date longevity benefits shall be determined.
- (c) Longevity payments will be paid on or before November 15 of each year, separate from the regular salary.
- (d) An employee who retires, or because of death leaves the employment of the City, shall be eligible for longevity payments not received, prorated to the date of termination.
- (e) Temporary or part-time employment shall not be accumulated for longevity benefits.

Section 41. Hospitalization Insurance. The City shall pay the full cost of the Blue Cross Blue Shield Surgical and Hospital Program, on the full time employee and family, providing, employee is head of household.

Section 42. Life Insurance. All permanent employees of the City will continue to be covered by a group term life insurance policy and a group accidental death, dismemberment and loss of sight policy. Each policy amounting to \$4,500.00 per employee, cost of which will be paid entirely by the City. Commencing the first of the month, thirty (30) days subsequent to the signing of this Agreement the policy shall be increased to \$5,500.00. Commencing January 1, 1974, the policy shall be increased to \$6,500.00.

Upon retirement, the City will carry a twenty-five hundred dollar (\$2,500.00) life insurance policy on the employee until his death.

Section 43. Federal Insurance. The Federal Old Age and Survivor's Insurance Plan shall be in effect as set up by Social Security Commission, one-half paid by the employee and one-half paid by the City of Cadillac.

Section 44. Pension. The City shall continue to provide retirement benefits to the employee in accordance with the Municipal Employees' Retirement Act, Plan "C". If all unions representing City employees agree and the City Commission approves, the "C-1" retirement plan will be adopted for this bargaining unit at the same time.

Section 45. Uniforms. The City agrees to furnish work uniforms consisting of shirts and pants and/or coveralls, as the working conditions require as determined by the supervisor on the following basis:

(a) Sewage Plant Personnel

Four (4) men, three (3) changes per week.

(b) Street Department

- (1) Three (3) men (rubbish and trash collectors) two (2) changes per week.
- (2) Two (2) men (mechanics) three (3) changes per week.
- (3) One (1) man (night man and/or

Grease men) as necessary - three (3) changes.

- (4) One (1) dozer operator and one (1) dump operator and one (1) head sewer man, two (2) changes per week.

(c) Water Department

One (1) man (meter reader) as necessary.

- (d) Sufficient clothing as determined by the City will be provided for the tar crew in order that the job can be accomplished without ruining their clothing.
- (e) Any dispute or request for clothing can be handled through the Department Head who has responsibility to provide such additional clothing as he deems necessary Under the job conditions.

Section 46. Eye Glasses. The City will replace broken glasses if and when they are accidentally broken because of working conditions, but will assume no responsibility where employee's carelessness or neglect is involved.

Section 47. Funeral Leave. An employee shall be allowed three (3) days pay for time off in the regular workweek in case of death of his father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, sister-in-law, or brother-in-law. Provide, however,

no day or days with pay shall be allowed an employee unless he attends the funeral. If the employee is required to make at least a four hundred (400) mile round trip for the funeral, one additional day will be granted for travel time, making a maximum total of four (4) days allowed under the mileage requirement.

Section 48. Jury Duty. In the event an employee is called for jury duty, he will receive full pay while on jury duty up to a maximum of five (5) days per year, providing, that the check he receives for jury duty is turned over to the City.

Section 49. Beneficiaries. Upon the death of an employee, while employed by the City, his benefits that are unused, accumulated or accrued, shall be held by the City until such time as proper legal evidence, as determined by the City Attorney, shall be presented, allowing full payment of the appropriate benefits.

The City will advise the the Union President as to the benefits payable to the survivors of Union employees.

MISCELLANEOUS

Section 50. No Discrimination. It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex or national origin.

Section 51. Retirement. An employee upon reaching his sixty-fifth (65th) birthday will be allowed to work until the end of the month in which he becomes sixty-five, except that an employee whose birthday falls in the month of December must retire on the preceding November 30th.

Section 52. Military Leave. An employee returning from military leave of absence shall be entitled to reinstatement in accordance with the Universal Selective Service Military Training Act.

Section 53. Work Rules. The City reserves the right to establish and publish reasonable rules and regulations governing employee conduct. These rules and regulations shall be in effect seventy-two (72) hours after posting. The Union shall have the right to grieve the reasonableness of any rule by filing a grievance within fourteen (14) calendar days after the City Publishes a new rule.

Section 54. Effect of Agreement. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by the means of collective bargaining and the following provisions will be binding upon the Employer and the Union during the term of this Agreement and any renewal thereto. Therefore, the City and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred

to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 55. Modification of Agreement. This Agreement may be modified by mutual consent, in writing, by the parties hereto, and the provisions of this Agreement shall be subject to any change made necessary by reason of Federal or State legislation.

Section 56. Practices. Nothing contained in this Agreement shall be construed to abrogate or deny practices and privileges which, in the past, have been acknowledged, in writing, by the City and which are not in conflict with this Agreement.

Section 57. Captions. The captions used in each section of this Agreement are for purposes of identifications and are not a substantive part of this Agreement.

DURATION OF AGREEMENT

Section 58. Termination. This Agreement shall become effective on the date indicated hereof and shall be and remain operative and binding upon the parties hereto until 12:01 A.M., January 1, 1975.

It is agreed that this Agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party by registered mail one hundred-twenty (120) days prior to any yearly expiration date of their intention to terminate or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto
have set their hands and seals this 6th
day of June, 1973.

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC

International President

International Vice President

International Secretary-Treasurer

District # 29 Director

Representative

CITY OF CADILLAC

City Manager

APPENDIX "A"

CLASSIFICATIONS
AND RATES

EFFECTIVE THE 1ST PAY
PERIOD ON OR AFTER

1-1-73

1-1-74

Street Department

| | | |
|-------------------------------------|----------|----------------|
| Foreman | 3.93 hr. | 4.10 hr. |
| *Head Mechanic | 3.88 hr. | 4.05 hr. |
| *Assistant Mechanic | 3.79 hr. | 3.96 hr. |
| *Mechanic Helper | 3.65 hr. | 3.82 hr. |
| Heavy Equip. Operator (all jobs) | 3.68 hr. | 3.85 hr. |
| Med. Equip. Operator (all jobs) | 3.61 hr. | 3.78 hr. |
| Light Equip. Operator (all jobs) | 3.54 hr. | 3.71 hr. |
| Rubbish Collector | 7,734.00 | 8,088.00 Annu. |
| Sign Man | 3.54 hr. | 3.71 hr. |
| Janitor | 3.44 hr. | 3.61 hr. |
| Laborer (all departs.) | 3.08 hr. | 3.25 hr. |
| " | 3.22 hr. | 3.39 hr. |
| " | 3.36 hr. | 3.53 hr. |

Water Department

| | | |
|--------------------|----------|----------|
| Maintenance Man I | 3.61 hr. | 3.78 hr. |
| Maintenance Man II | 3.68 hr. | 3.85 hr. |

*Head Mechanic position includes as part of this wage rate 9¢ per hour for being responsible for ordering supplies and materials and accepting responsibility for getting work done as directed by Superintendent.

All Mechahic rates include 8¢ per hour for tools.

APPENDIX "A" con't.

1-173

1-1-74

Sewage Department

| Sewage Plant Operstore | Annually | |
|------------------------|------------|------------|
| Start | \$7,178.00 | \$7,532.00 |
| After 6 Mos. | 7,348.00 | 7,702.00 |
| After 12 Mos. | 7,523.00 | 7,877.00 |
| After 24 Mos. | 7,930.00 | 8,284.00 |

Add \$150. per year after obtaining "D" Certificate
Add \$300. per year after obtaining "C" Certificate
Add \$450. per year after obtaining "B" Certificate

APPENDIX "B"

BLS CONSUMER PRICE INDEX

| | | |
|---------------|-----|----------|
| 131.3 or less | 1¢ | per hour |
| 131.4 - 131.7 | 2¢ | per hour |
| 131.8 - 132.1 | 3¢ | " |
| 132.2 - 132.5 | 4¢ | " |
| 132.6 - 132.9 | 5¢ | " |
| 133.0 - 133.3 | 6¢ | " |
| 133.4 - 133.7 | 7¢ | " |
| 133.8 - 134.1 | 8¢ | " |
| 134.2 - 134.5 | 9¢ | " |
| 134.6 - 134.9 | 10¢ | " |
| 135.0 - 135.3 | 11¢ | " |
| 135.4 - 135.7 | 12¢ | " |
| 135.8 - 137.1 | 13¢ | " |
| 136.2 - 136.5 | 14¢ | " |
| 136.6 - 136.9 | 15¢ | " |
| 137.0 - 137.3 | 16¢ | " |
| 137.4 - 137.7 | 17¢ | " |
| 137.8 - 138.1 | 18¢ | " |
| 138.2 - 138.5 | 19¢ | " |
| 138.6 - 138.9 | 20¢ | " |
| 139.0 - 139.3 | 21¢ | " |
| 139.4 - 139.7 | 22¢ | " |
| 139.8 - 140.1 | 23¢ | " |
| 140.2 - 140.5 | 24¢ | " |
| 140.6 - 140.9 | 25¢ | " |
| 141.0 - 141.3 | 26¢ | " |
| 141.4 - 141.7 | 27¢ | " |
| 141.8 - 142.5 | 28¢ | " |
| 142.2 - 142.5 | 29¢ | " |
| 142.6 - 142.9 | 30¢ | " |
| 143.0 - 143.3 | 31¢ | " |
| 143.4 - 143.7 | 32¢ | " |
| 143.8 - 144.1 | 33¢ | " |
| 144.2 - 144.5 | 34¢ | " |
| 144.6 - 144.9 | 35¢ | " |
| 145.0 - 145.3 | 36¢ | " |

Maximum
Allowance

C/L Adjustment

APPENDIX "C"

LONGEVITY SCHEDULE

| <u>Years of Service as of October 1, each Year</u> | | <u>Amount of Payment</u> |
|--|---|----------------------------------|
| 3 | - | \$ 50. |
| 4 | - | 70. |
| 5 | - | 90. |
| 6 | - | 110 |
| 7 | - | 130. |
| 8 | - | 150. |
| 9 | - | 170. |
| 10 | - | 190. |
| 11 | - | 210. |
| 12 | - | 230. |
| 13 | - | 250. |
| 14 | - | 270. |
| 15 | - | 320. |