

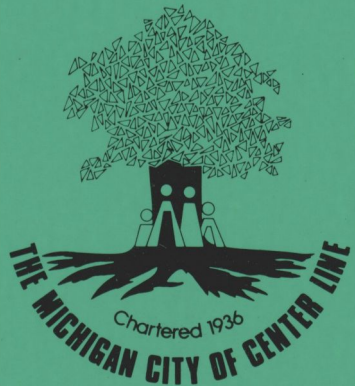
D.P.W.
Council 23



*City of Center Line
7550 Ten Mile Road
Center Line, MI 48015*

CITY OF CENTER LINE

Center Line - City of



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AGREEMENT

THIS IS AN AGREEMENT entered into this 30th day of June, 1973 and effective July 1, 1973 by and between the City of Center Line, Michigan, hereinafter referred to as the "Employer" and Metropolitan Council No. 23, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

1. INTENT.

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

PURPOSE.

The general purpose of this Agreement is to stabilize relations between the Employer and Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 366 of P.A. of 1947, as amended), the Employer hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its Employees in the appropriate unit set forth below, with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, in

behalf of any of its Employees coming within the meaning of this Agreement at any time during the terms of this Agreement. PROVIDED, that any individual Employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. PROVIDED, that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is:

All full time Street and Water Department Employees, hereinafter referred to as DPW Employees and Recreation Department Employees, excluding Supervisors, office clerical employees and temporary employees.

3. UNION SECURITY.

All present Employees of the Employer covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing for the duration of this Agreement.

4. UNION DUES.

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union dues and initiation fees (not including fines or assessments) for any Employee submitting a signed payroll deduction authorization (in the form set forth in subparagraph 4(h) below) to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

(c) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-Off Dues forms shall become effective at the time the application is tendered

to the Employer and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated Financial Officer of the Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off Dues forms but for whom no deductions have been made.

(e) Termination of Check-off. An Employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such Employees following the end of the month in which the termination took place. Any Employee may voluntarily cancel or revoke the Authorization for Check-off Dues deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration date of this Agreement.

(f) List of Employer's Liability. The Employer shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

(g) List of Members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effec-

tive date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(h) Form of Authorization.

METROPOLITAN COUNCIL NO. 23
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

by _____

Classification: _____

TO: City of Center Line, Michigan

Effective _____ 19____, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees, as certified by the Union.

The amount deducted shall be paid to the Union. This Authorization shall remain in effect unless termination by me, by written notice to the Union and Employer, as set forth in the Agreement.

(Name)

(Address)

5. STEWARD AND ALTERNATE STEWARD.

(a) Employees shall be represented by a Steward who shall be a regular Employee and working in the department.

(b) The Union will immediately notify the Employer in writing, of the name of its Steward and any change of personnel in this position.

(c) The Steward, during his working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer upon having received permission from his Supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the department. The privilege of the Steward leaving his work during working hours **without loss**

of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and the Steward will perform his regularly assigned work at all times except as provided herein. Any alleged abuse will be a proper subject for a Special Conference.

6. GRIEVANCES.

In the event of a dispute, difference, or disagreement between the Employees Union and the Employer, the following procedure shall be utilized to adjust the matter:

(a) Step One. When an Employee feels that he is aggrieved, he shall within five (5) working days after the act or incident complained of, present his grievance orally to his Supervisor. The Steward may be present at this step if so requested by the Employee.

(b) Step Two. If the Employee and the Supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, signed by the Employee or his representative, and submitted by the Steward to the Supervisor for resolution.

(c) Step Three. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Steward.

(d) Step Four. If not settled in Step Three, the grievance shall be referred to the full City Council who will seek to adjust the grievance with the Union's Staff Representative and Steward.

(e) Step Five. In the event that the grievance shall not have been satisfactorily settled in the four preceding steps,

either party within seven (7) working days after the date of the conclusion of Step Four above may, by letter to the American Arbitration Society submit the matter to said Society for arbitration and an earnest effort shall be made by both parties to expedite arbitration.

7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

(a) The Employer will answer, in writing, any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed.

(b) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(c) A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

8. VISITS BY UNION REPRESENTATIVES.

The business representative of the Union shall have reasonable access to the Employer's premises where unit Employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with an Employer representative and that the visit does not interrupt the normal work of the department.

9. DISCIPLINE.

(a) Disciplinary action or measures may include oral reprimand, written reprimand, suspension and discharge.

(b) Discipline shall be only for just cause. The Employer, whenever possible, shall give the Steward notice prior to suspension or discharge. Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

10. SPECIAL CONFERENCES.

Special Conferences for important matters will be arranged between the Unit Representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate.

12. SENIORITY.

(a) All new employees shall be regarded as probationary Employees for the first six (6) months of their employment. In

individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. Upon completion of the probationary period, the Employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an Employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

(b) Seniority shall be on a departmental basis in accordance with the Employee's last date of hire.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

(b) The seniority list will show the names and job titles of all Employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up to date copies at least every ninety (90) days, beginning with the effective date of this Agreement.

14. LOSS OF SENIORITY.

An Employee's seniority will continue until he (a) quits, (b) is discharged, (c) is absent without notice or excuse acceptable to the Employer for three (3) or more working days, (d) fails to report for work within seventy-two (72) hours after date of mailing written notification to return to work to the Employee's last known address upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer.

15. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

(b) In all cases of layoff, the principle of straight seniority by department shall be observed and length of service shall govern, provided the senior employees can competently perform the required work.

(c) The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the Employees affected together with a list of the names of said Employees to the Union.

16. RECALL PROCEDURE.

When an increase in force is necessary, Employees previously laid off will be recalled in the order of seniority. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with his immediate Supervisor.

Recall rights for an Employee shall expire after a period of layoff equal to his seniority upon layoff.

17. TRANSFERS. TRANSFER OF EMPLOYEES.

If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

18. PROMOTIONS.

Promotions to positions in the DPW above the classification of Maintenance Man II shall be competitive and filled by promotions among persons holding positions in the next lower classification in the department; PROVIDED, however, if no person or persons have completed two (2) years in the next lower classification, examinations may be held among persons in such

classifications as to all intent and purpose as though two (2) years of service had been completed by such persons. Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the persons promoted as shown by his previous service and experience.

19. VETERANS.

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

20. VETERANS LAW.

Except as herein before provided, the re-employment rights of Employees and probationary employees will be limited by applicable laws and regulations.

21. ARMED FORCES SUMMER TRAINING.

Employees who are in the Armed Forces Reserve or the National Guard can use accrued vacation time if required to attend summer training or may take time off without pay.

22. LEAVE OF ABSENCE.

If an Employee desires a leave of absence:

(a) For less than seven (7) calendar days, the Employee will make the request to the City Manager. If the request is denied, it may be submitted to the Council.

(b) For more than seven (7) calendar days, the Employee will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave of absence for a period of not more than thirty (30) calendar days may be granted an Employee. If the aforesaid leave is denied by the City Manager, it may be submitted to the City Council.

(c) The City will grant leave of absence for Union activity

for a period of one (1) year with extensions upon request.

23. SICK LEAVE.

Whenever an Employee is unable to report to work due to illness, the necessary time off will be granted on request to the Supervisor. Employees will be eligible to collect compensation for sick leave after six (6) months service. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workmens Compensation Benefits and/or the Retirement System established pursuant to Act 345 of P.A. of 1937 relative to total and permanent disability provided for therein.

Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the Employee.

24. WORKMENS COMPENSATION.

A member of this Unit who incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City (which bodily injury totally incapacitates such Employee from performing any available City employment) shall be entitled to disability compensation upon the following basis and subject to the following provisions:

(a) The Employee must be eligible for and receive Workmens Compensation on account of such bodily injury.

(b) The total incapacity, as above set forth, must continue for the duration of the period of compensation.

(c) Any Employee suffering an injury within the meaning and definition of the paragraph shall file a report in

writing relating to such injury with his department head on the day such injury occurs or if physically unable to do so because of the nature of such injury then a physician's report in writing in relation to such injury shall be filed with such department head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the department head shall be transmitted forthwith to the office of the City Manger.

(d) The Employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

(e) When an Employee feels that he has been aggrieved, the question of eligibility may be submitted to the City Council who shall review, reconsider, alter or terminate compensation hereunder.

(f) The employee so incapacitated shall be continued on the City payroll during the period of payment hereinafter set forth.

(g) Disability compensation shall be made to such City employee in the following manner and upon the following basis:

1. The compensation received by such Employee under the Workmens Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary.

(h) Whenever an Employee has a compensable injury under the Workmens Compensation Act, which results in a settlement, the Employee is obligated to return to the City of Center Line

that amount of money the City paid towards his wages during his length of injury while receiving Workmens Compensation.

(i) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 345 of Public Acts of 1937 relative to total and permanent disability provided for therein.

25. FUNERAL LEAVE.

(a) Three (3) days off with pay when death occurs to the husband, wife, mother, father or children.

(b) Two (2) days off with pay when death occurs to mother-in-law, father-in-law, grandchildren, brother or sister.

(c) One (1) day off with pay when death occurs to other relatives in the immediate family.

(d) Additional time off may be allowed upon approval by the City Manager.

(e) The term "immediate family" as used in this section shall mean parents, grandparents, husband, wife, children, brothers, sisters, grandchildren, uncles and aunts of the Employee or the Employee's spouse.

26. LONGEVITY PAY.

The basis of longevity compensation is as follows:

(a) Eligibility of an Employee shall initially commence when such Employee shall have completed five (5) full years of continuous employment on or before October 31 of any year.

(b) Continuous employment, for the purposes of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absences author-

ized by the City Manager or Council, provided, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for Employees shall be based on a rate of the annual salary not to exceed Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00) as of July 1, 1975, paid to such Employee on October 31, PROVIDED, such Employee qualified as to length of service. PROVIDED, that the compensation to be utilized for computation purposes of a part-time employee entering upon full time employment shall be the average compensation received by such Employee in the previous five (5) years of employment until such time as five (5) years of full time employment is attained.

(d) The following schedule of payment shall apply.

<u>Step.</u>	<u>Continuous years service on/or before October 31 of each year.</u>	<u>Percent (%) used but on base not in excess of \$8,000*</u>
1	5 to 10	2%
2	10 to 15	4%
3	15 to 20	6%
4	20 to 25	8%
5	25 and thereafter	10%

The percentage shall not exceed ten percent (10%) nor apply to a salary in excess of Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00) as of July 1, 1975*.

(e) Employees voluntarily leaving the employ of the Employer, retiring, dismissed for cause, or deceased prior to October 31 of any year, shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.

There shall be no pro-ration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time, after a two (2) year period of employment, will be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Employer within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible Employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City of Center Line.

(h) Payments to Employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity will be from November 1 of each year through and including October 31 of the following year.

27. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK.

It is the Employer's policy to use its own Employees as much as possible in the performance of work consistent with such considerations as efficiency, economy, time requirements and with regard to the interest of the affected Employees. In deciding whether work regularly and customarily performed by Employees shall be contracted, the Employer shall apply the aforesaid policy. When the contracting of such work is being considered, the Employer shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter. A "reasonable opportunity" for Union discussion shall mean a period fixed by

written notice to the Union of not less than ten (10) working days unless the Employer explains to the Union the reasons why a shorter discussion is specified. In any such discussion, the Employer shall explain the reasons why it would take the proposed action and the Union shall respond on the merits, including the suggestion of any alternative action consistent with the policy stated above and the Employer will give due consideration to such suggestions before making a final decision.

28. SUPERVISORS.

In the event it is considered necessary by the Employer, any Employee in the supervisory force may perform any work in any job classification covered by this Agreement when an Employee is not displaced and loses no normal or overtime pay.

It is not the intent of the Employer to deprive an Employee of work by assigning work to the supervisor. However, it is understood and agreed that supervisors are specifically permitted to work in case of an emergency or when there is a shortage of qualified help and when regular Employees are sick or on leave and/or on vacation.

Supervisors shall be permitted to perform such functions as testing equipment, methods of operation and instructing Employees and assisting while other Employees are working.

29. HOURS OF WORK.

The regular work day is 7:30 A.M. to 4:00 P.M. Each Employee shall be granted a thirty (30) minute lunch period without pay beginning not earlier than 11:00 A.M. and not later than 12:30 P.M.

30. PREMIUM PAY.

Premium pay (time and one-half) shall be paid for all hours worked in excess of eight (8) hours per day of the regular work week, Monday through Friday, and for all hours worked on Saturdays. Any Employee who works on Sundays and Holidays shall receive

double time.

31. GUARANTEED OVERTIME.

On those occasions when it is necessary to call an Employee in for overtime work after regular working hours and not in continuation thereof, the Employee shall be credited with a minimum of two (2) hours overtime.

32. HOLIDAYS.

Paid holidays shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	Employee's Birthday

When an employee's birthday falls on a Holiday, the day following will be considered the "off" day.

When one of the above listed holidays falls on Saturday, the preceding Friday will be considered the holiday. When one of the holidays falls on Sunday, the following Monday shall be considered the holiday, except those holidays marked by an asterisk (*) which shall be observed as follows:

*Memorial Day - last Monday in May

*Veteran's Day - November 11th

33. VACATIONS.

Each Employee will receive twelve (12) vacation days upon completing one year of service and continuing until their fifth (5th) year. An Employee who has completed five (5) years of service to the City will, on their anniversary date, be eligible to receive five (5) additional days (total: seventeen [17]) which will continue at this same rate until

the Employee's twelfth (12th) year of service. Upon completion of twelve (12) years of service, each Employee will be eligible to receive twenty-two (22) vacation days per year. All vacation benefits will be granted on July 1st of each year.

34. HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE.

The Employer shall provide hospitalization insurance and surgical fee benefits for qualified Employees and for their dependents to include MVF-1 with Master Medical and the Obstetrician (OB) and X-Ray (JL) Riders along with the Prescription Drug Program with a Two Dollar (\$2.00) deductible provision as provided in the contract between the Employer and Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield) by assuming the monthly premiums for each eligible Employee and his dependents.

The Employer will provide, effective July 1, 1975, dental insurance protection for the Employee and his family by assuming one hundred percent (100%) the cost of the annual premium.

If in its judgment, the Employer considers it advisable in the interest of the Employees, another type of local plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union Representative.

35. BUSINESS DAYS

It is recognized that occasionally a situation may arise wherein an Employee may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal day. Upon permission from the Department Head or the City Manager for a reasonable cause, the Employee may be granted the necessary time off.

36. RETIREMENT:

The Employer shall continue its membership in Michigan Employees Retirement System established pursuant to Act 135 of the Public Acts of 1945. The Employer will continue to provide hospitalization insurance for Employees and their families upon retirement.

37. LIFE INSURANCE.

The Employer shall provide life insurance in the face amount of Ten Thousand Dollars (\$10,000.00) for qualified Employees as provided in the existing contract between the Employer and the John Hancock Life Insurance Company by assuming the payment of the monthly premiums, plus Ten Thousand Dollars (\$10,000.00) for accidental death.

If in its judgment the Employer considers it advisable in the interest of the Employees, another insurance plan or carrier may be substituted for the current one, upon agreement with the Union Representative.

38. UNIFORMS.

The Employer shall provide each Employee with a laundered uniform for use during the performance of regular duties.

39. GLOVES AND JACKETS.

The Employer shall compensate each Employee requiring the use of gloves the amount of Twenty Dollars (\$20.00) per year in lieu of furnishing gloves and Fifteen Dollars (\$15.00) per year in lieu of furnishing jackets.

40. SAFETY GLASSES.

The Employer shall provide the Employees with safety prescription glasses (not to include reading glasses) who are required to wear them at all times. However, the initial cost

of glasses is to be deducted from the Employee's pay.

41. RATES OF PAY.

The following rates of pay per hour shall become effective July 1, 1973 through June 30, 1974 and will be renegotiated at that time:

<u>CLASSIFICATION</u>	<u>RATE PER HOUR*</u>				
	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>1-1/2 yr.</u>	<u>max.</u>
Project Leader					
Maintenance Man II					
Maintenance Man I	5.59	5.69	5.79	5.89	5.99
Custodian	4.66	4.76	4.86	4.96	4.96

(*includes cost of living)

42. CHANGE OF CLASSIFICATION.

After three (3) years of service, all Maintenance I will be classified as Maintenance II.

43. COST OF LIVING ALLOWANCE.

A cost of living allowance will be determined in accordance with changes in the Consumer Price Index (all cities, single workers included, 1957-59=100) published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the "Index."

Beginning with the Index for June, 1973 as base, the cost of living allowance will be adjusted up or down as shown by the Index each three months (September, December, March and June.) The amount of adjustment of the cost of living allowance for any quarterly period shall be one cent (1¢) for each 0.4 change in the Index.

The adjustment will become effective September 30th and at three months intervals thereafter (December, March, June and September) based upon the Index as of June 30, 1973 and shall be paid in one lump sum for each quarterly period.

If no Index is issued on or before such pay periods,

any lump sum adjustment will be made beginning at the first pay period following receipt of the Index. In no event will a decline in the Index below that of June 30, 1973 provide for the basis of a reduction in wage scale. The amount of any cost of living allowance in effect shall be included in computing overtime in premium, vacation and holiday pay.

Cost of living will revert to zero (0) base each year.

44. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

When a new job is placed in a Unit and can not be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

45. UNION BULLETIN BOARD.

(a) The Employer will provide adequate space on the locker room bulletin board which may be used by the Union for posting notices of the following type:

1. Notices of recreational and social events.
2. Notices of Union elections.
3. Notices of results of union elections.
4. Notices of Union meetings.

(b) A copy of notices will be forwarded to the Employer upon request.

46. EMPLOYER RIGHTS.

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of Employees is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the

services to be performed and means of providing services are the responsibility of the Employer.

47. TERMINATION.

This Agreement shall remain in full force and effect until midnight, June 30, 1976 and shall thereafter be continued in full force and effect from year to year after June 30, 1976 unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

METROPOLITAN COUNCIL NO. 23
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

CITY OF CENTER LINE

By *Peter J. Tranchida*
Peter J. Tranchida
Mayor

By *Ralph A. Liberato*
Pres of Div Council #23
(Name and Title)

By *John R. Crawford*
John R. Crawford
City Manager/Clerk

By *Thomas Lewandowski*
Chief Steward
(Name and Title)

By *Forbes Bronawski*
Alt Steward
(Name and Title)

LETTER OF AGREEMENT
UNEMPLOYMENT COMPENSATION

As agreed to in contract negotiations for 1973/76 for DPW, Recreation and Water Department Employees, the Employer will provide Unemployment Compensation Benefits to Employees covered by this contract.

In order to qualify for unemployment benefits, an Employee must have earned a minimum of Twenty-five Dollars and one cent (\$25.01) per week for a minimum of fourteen (14) weeks for the City of Center Line within the fifty-two (52) consecutive weeks preceding the week with respect to which a claim is established.

Payments shall begin with the effective date of layoff, and shall be calculated according to the following plan:

(1) Laid off Employees shall be entitled to three (3) weeks of benefits for each four (4) credit weeks earned working for the City of Center line up to a maximum of twenty-six (26) benefit weeks for thirty-five (35) earned credit weeks.

(2) Eligibility to receive payments under this agreement shall be limited to full-time employees of the City of Center Line and shall not include employees hired on a full time basis for the purpose of carrying out a Federal, State or County program of limited duration.

Any disputes which arise in the determination of the amount of payment, the failure to make payment or in the interpretation of this agreement shall be submitted to the City Manager.

A written complaint stating a dispute exists shall be submitted to the City Manager and a meeting shall be held with the City Manager and the representatives of the Union

within three (3) regular scheduled working days of the presentation of the complaint. If the complaint is not settled with a disposition given in writing at this meeting, the City Manager shall answer the complaint in writing within three (3) working days of the meeting.

If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure of the afore-mentioned contract beginning with Step Four.

METROPOLITAN COUNCIL NO. 23,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

CITY OF CENTER LINE

By *Peter J. Tranchida*
Peter J. Tranchida
Mayor

By *John R. Crawford*
John R. Crawford
City Manager/Clerk

By *Ralph A. Liberato*
Pres & Dir Council #23
(Name and Title)

By *Thomas Lewandowski*
Chief Steward
(Name and Title)

By *Robert Bryowski*
Chief Steward
(Name and Title)

LETTER OF AGREEMENT

SICK LEAVE

As agreed to in contract negotiations for 1973/76 for DPW, Recreation and Water Department Employees, the Employer will provide a new Sick Leave Policy to provide the necessary time off for sick leave to also include a Personal Business Day Policy and extended Funeral Leave benefits.

The Employer will further provide compensation at the regular rate of pay for twenty-five percent (25%) of the accumulative sick leave days as of July 1, 1973 and will further provide an equal amount of compensation upon retirement or death.

No compensation will be allowed when separation is a result of resignation, dismissal or layoff.

Employees will be eligible to collect compensation for sick leave after six (6) months service.

The total sick leave bank as of July 1, 1973 and the amount of compensation to be paid the employee will be made a part of each employee's file.

CITY OF CENTER LINE

By Peter J. TranchidaPeter J. Tranchida
MayorBy John R. CrawfordJohn R. Crawford
City Manager/ClerkMETROPOLITAN COUNCIL NO. 23
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIOBy Rolfa Liberato
Pres of Div Council #23
(Name and Title)By Thomas Lewandowski
Chief Steward
(Name and Title)By Worful Brozowski
all Steward
(Name and Title)

41. RATES OF PAY.

The following rates of pay per hour shall become effective July 1 1974 through June 30, 1975 and will be renegotiated at that time:

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>			
Project Leader		\$ 6.62			
Maintenance Man II		6.41			
Maintenance Man I					
	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>1-1/2 yrs.</u>	<u>Max.</u>
	6.01	6.11	6.21	6.31	6.31
Custodian					
	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>1-1/2 yrs.</u>	<u>Max.</u>
	4.91	5.01	5.11	5.21	5.31

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

METROPOLITAN COUNCIL NO. 23
AMERICAN FED. OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

CITY OF CENTER LINE

By

Peter J. Franck

By

Ralph A. Liberato

By

Thomas Lewandowski

By

John R. Crawford

By

Norbert Brozowski