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Grosse Pointe Woods, city of

AGREEMENT
between
THE CITY OF GROSSE POINTE WOODS
and
LOCAL 1121, OF COUNCIL 23
OF AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO
Effective July 1, 1973 to June 30, 1975
GENERAL EMPLOYEES

City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Mich.
48236

REV. 3/12/74

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* * *

1.0 PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth provisions and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

1.2 The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

1.3 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

2.0 COLLECTIVE BARGAINING DEFINED

2.1 To bargain collectively is the performance of the mutual obligation of the Employer through its designated representative(s) and the representative(s) of the Employee Union to meet at reasonable times and confer in good faith in respect to wages, hours, and other conditions of employment (including but not limited to grievance procedures, holiday and vacation pay, sick leave, jury duty, pensions, insurance coverage of various kinds, and seniority in layoffs) and the execution of a written agreement incorporating the results of such bargaining.

3.0 RIGHT TO ORGANIZE

3.1 Pursuant to and in accordance with all applicable provisions of Act 336 of the

Public Acts of 1947 and as last amended by Act 379 of the Public Acts of 1965, for the State of Michigan, Employees of the City of Grosse Pointe Woods shall have the right of self-organization, to join a union, and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

4.0 RECOGNITION - EMPLOYEES COVERED

4.1 The Employer 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; and for the term of this Agreement, the Employees included in the bargaining unit shall be as follows:

4.2 All City Employees, excluding any and all elected or appointed officials, Directors, Assistant Directors, Superintendents, Assistant Superintendents, Administrative Assistants, Public Safety Officers, Confidential and part time, temporary or seasonal Employees as reflected in Case #R72 E-207, June 19, 1972.

4.3 The Provisions of this Agreement shall apply to the relationship between the Employer, the Employees of said bargaining unit, and said Union.

5.0 UNION SECURITY

5.1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

5.2 In recognition of the fact that the Union is required to represent all of the Employees in the bargaining unit, those Employees who are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership into the Union within thirty (30) days, shall, as a condition of continued employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly membership dues of the Union.

6.0 UNION DUES AND INITIATION FEES

6.1 Payment by Check-off.

During the term of this Agreement and in accordance with the provision of the form of Authorization of Payroll Deduction of dues, as hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each Employee who executes or has executed the following Authorization for Payroll Deduction form, and the Union agrees that all its members shall be required to sign such form forthwith:

7.0 AUTHORIZATION FOR PAYROLL DEDUCTION

7.1 I hereby request and authorize you to deduct from my earnings the Union membership initiation fee; assessments; and once each month, commencing at the date indicated below, to start deduction, until the annual expiration of and in accordance with an Agreement between the City of Grosse Pointe Woods and the Union, dated March 25, 1968, an amount established by the Union as monthly dues. The

amount deducted shall be paid to the Treasurer of the Union. This authorization may not be revoked until ten days before the annual expiration of the said Agreement.

By _____
Print Last Name First Middle

To _____
Employer Department

Signed _____

_____ Address _____
Date to start deduction

7.2 When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of Dues Form shall become effective at the time the authorization is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

7.3 Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union.

7.4 When No Deductions Are Made.

If an Employee has no earnings due him during any monthly deduction period, no deductions will be made from that Employee for that particular period. The Union will arrange collection, if any, of dues in such instances directly with the Employee.

7.4.1 When an Employee does not have sufficient money due him, after deductions have been made for pension, Social Security, or any other deductions authorized by the Employee or as may be required by law, the Union dues for that particular deduction period shall be collected by the Union directly from the Employee.

7.5 Save City Harmless.

The Union agrees to save the City harmless from any action growing out of these deductions and commenced by any Employee or other person against the City and/or its officials, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union Official.

7.6 Withdrawal of Union Membership.

If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and to the Employer during the ten (10) days immediately prior to the annual expiration date of this Agreement. Such notice must be in writing and must be signed by the member Employee.

8.0 UNION REPRESENTATION

8.1 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

9.0 STEWARDS

9.1 It is understood and agreed that the Employees of this bargaining unit may be represented by a Chief Steward and three (3) Stewards who shall be elected by the Employees of the said bargaining unit.

9.2 The Chief Steward and/or Stewards shall have completed their probationary period of employment with the Employer prior to their election to such office.

9.3 The President of the Local Union shall promptly notify the Employer, in writing, of the names of the Chief Steward and/or Stewards within fifteen (15) days after such election.

9.4 In the absence of either the Chief Steward or Steward, an alternate may be appointed by the Local Union President.

10.0 GRIEVANCE PROCEDURE

10.1 Definitions.

10.1.1 A "Grievance" shall mean a complaint by the Union, and an Employee or a group of Employees, based upon an event, condition, or circumstance under which an Employee works and which is allegedly caused by a violation or misinterpretation of any of the provisions of this Agreement.

10.1.2 An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Union.

10.2 General Principles.

10.2.1 The primary purpose of the procedure set forth in this Section is to secure, at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.

10.2.2 It shall be the firm policy of the Employer to assure to every Employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.

10.3 Presentation of Grievance.

10.3.1 In the event a grievance or dispute arises between the Employer and the Union during the term of this Agreement as to the interpretation and appli-

cation of the provisions of this Agreement, an earnest effort shall be made to resolve such difference promptly in the following manner:

10.3.2 Step One The Union Steward, with or without the aggrieved Employee and/or Employees present, shall take up the grievance or dispute orally with the Employee's and/or Employees' immediate supervisor within three (3) working days after the date of the alleged grievance. The supervisor shall thereafter attempt to adjust or settle the matter and shall respond orally to the Union Steward within three (3) working days after having such grievance presented to him.

10.3.3 Step Two If the grievance has not been settled, it shall be presented in writing to the department or division head within three (3) working days after the supervisor's oral response was due. The aforesaid department or division head shall respond to the Union Steward in writing within three (3) working days after the receipt of the written grievance.

10.3.4 Step Three If the grievance still remains unresolved, it shall be forwarded to the City Administrator within five (5) working days after the response of the department or division head was due. The City Administrator's answer to the grievance shall then be filed within five (5) working days thereafter.

10.3.5 Step Four If all previous steps fail in reaching a satisfactory settlement of the grievance, the Union may file with the Employer a Notice of Appeal, requesting such grievance to be submitted to arbitration. Representatives of the Union and the Employer shall meet and select an arbitrator, who is a member of the American Arbitration Association, to hear the grievance appeal. The decision of the Arbitrator shall be final and binding upon both parties; the fees and expenses of the Arbitrator shall be borne equally by the Union and the Employer.

10.3.6 The Arbitrator shall have no power to make any award or decision which would amend, change, subtract from or add to the provisions of this Agreement and/or supplements thereto. It is further understood that the general salary and/or wage scale and economic benefits shall not be subject to arbitration.

10.4 Time limits at any step of the grievance procedure may be extended only by mutual agreement of both parties. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Union shall process the grievance to the next step. In the event the Union does not appeal the grievance from one (1) step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

10.5 If an Employee walks off his job without following the grievance procedure as outlined in this section, he shall be deemed to have no grievance and shall be subject to disciplinary action.

10.6 Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

10.7 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.

11.0 DISCIPLINARY PROCEDURES

11.1 Reprimands.

11.1.1 At various times that it becomes necessary for the Employer to issue verbal or written reprimands against an Employee, the Employee, if he so

desires, may file a grievance for the purpose of reviewing the same.

11.2 Discharge or Suspension.

11.2.1 In the event that an Employee under the jurisdiction of the Union shall be discharged or suspended from his employment and the Employee believes such is unwarranted, the discharge or suspension shall constitute a case arising under the grievance procedure, provided a written grievance thereto is presented to the Employer within three (3) days after such discharge or suspension is started.

11.2.2 The Employer agrees to promptly notify in writing the Employee's Chief Steward or Steward of such discharge or suspension.
The discharged or suspended Employee shall be allowed to discuss his suspension or discharge with the Chief Steward or his Steward before he is required to leave the property of the Employer.

11.2.3 In imposing any discharge or suspension, the Employer will not take into account any prior infractions of the Employer's rules or regulations which occurred more than two (2) years previously.

11.2.4 If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure, beginning with Step 3, as outlined in sub-section 10.3.4.

12.0 SPECIAL CONFERENCES

12.1 Special conferences for important matters will be arranged between the Local President and the Employer or their designated representatives upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and not more than two (2) representatives of the Local 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, unless both parties agree to include other items. Such conferences shall begin at 3:30 P.M. and shall be held on a work day. The members of the Union who are Employees of the Employer attending such a conference shall only receive pay up to the end of their regular working day. Such conferences may be attended by a representative of the International Union. It is further agreed that the Union will impose limitations upon the time spent in meetings with the Employer for which time the Local Union representatives are compensated by the Employer.

13.0 PROHIBITED PRACTICES

13.1 No Employee shall be favored or discriminated against either by the Employer or by the Union because he maintains or terminates membership in the Union. The Employer and the Union, or their agents, are prohibited from restraining or coercing Employees in the exercising of their right to join or not to join the Union, to maintain or terminate membership in the Union, or to individually present a grievance.

13.2 The Employer will not aid, promote, or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.

13.3 No persons employed by nor applicants for employment with the Employer nor any applicants for Union membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliation.

13.4 It is understood that the services performed by the Employees are essential to the public health, safety and welfare of the community represented by the Employer. The Union therefore agrees that during the term of this Agreement, neither it nor any of the Employees will engage in a strike, work stoppage, slowdown, unwarranted mass absenteeism due to "reported" illness or otherwise interfere with the Employer's operations. Any such actions by the Employees shall be subject to disciplinary measures. Likewise the Employer agrees that during the term of this Agreement there shall be no "lockouts" of the Employees.

14.0 EMPLOYER'S RIGHTS

14.1 The Union recognizes that, except as provided in this Agreement, all matters pertaining to, but not necessarily limited to, the management, operation, performance and/or accomplishment of the various municipal functions are vested solely and exclusively with the Employer.

14.2 The Union recognizes the prerogatives of the Employer to operate and to manage its affairs, the management of the City's services, accomplishment of the various municipal functions, the direction of its working forces, and the right to relieve employees from duty because of the lack of work, funds, or for any other legitimate reason except as may otherwise be provided in this Agreement.

14.3 The Employer shall be exclusive judge of all matters pertaining to the methods, processes or means of accomplishing the municipal ends for which the employees are hired, including, but not limited to, the right to choose and to effect reasonable new and improved methods, procedures, facilities, schedules or work assignments within the same department and/or classification and to make temporary or emergency transfer assignments

as may be required, except as otherwise provided by this Agreement, but not to exceed ten (10) days in duration unless otherwise mutually agreed upon by the Employer and the Union.

14.4 No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any authority conferred upon the Employer by federal, state or city statutes and the City Charter.

15.0 SENIORITY

15.1 General.

15.1.1 "Seniority" shall mean the length of continuous service by the Employee with the Employer from his original date of employment to a permanent position within the bargaining unit.

15.1.2 Seniority shall be in accordance with the Employee's last date of hire. Where Employees have the same seniority date, the person hired first shall have seniority; and in cases where no records are available, lots shall be drawn in order to determine the Employee's ranking for seniority.

15.1.3 Seniority, as defined, shall be applicable to lay-offs, promotions, transfers and recall of Employees.

15.2 Transfers.

15.2.1 If an Employee is transferred at his request to a position under the Employer which is not included within the bargaining unit and is thereafter transferred back again to a position within the bargaining unit, the Employee shall not have accumulated seniority while working in the position to which he was transferred.

15.2.2 If an Employee is transferred at the request of the Employer to a position under the Employer which is not included within the bargaining unit and is thereafter transferred back again to a position within the bargaining unit, the Employee shall have accumulated seniority while working in the position to which he was transferred.

15.2.3 Employees transferred under either of the above circumstances shall retain all other rights accrued for the purpose of any benefits provided for in this Agreement.

15.3 Seniority Lists.

15.3.1 The seniority list on the date of this Agreement will show the names and classifications of all of the Employees within the bargaining unit who are entitled to seniority.

The Employer will provide, upon request, the Local Union and Council office with an up-to-date copy of the seniority list within a reasonable time.

15.4 Seniority of Officers.

15.4.1 Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, Chief Steward and Steward of the Local Union shall, in the event of a layoff only, be continued at all times, provided they can perform any of the work

available. Officers shall be permanent Employees and shall have completed their probationary period.

15.5 Seniority of Veterans.

15.5.1 Any Employee covered by this Agreement who leaves the employment of the Employer to enter the Armed Forces, either by enlistment or draft under the Selective Service and Training Act of 1940 or any other similar Federal Legislation which may be hereinafter passed, shall be granted a Leave of Absence until such time as his service in the Armed Forces is terminated. His seniority will accrue under such Leave of Absence as will the privileges to which he is entitled by virtue of such seniority, provided that the Employee makes application for re-employment within ninety (90) days after receiving a discharge other than dishonorable, and further providing that the Employee is physically capable of performing the work required by his job in a proper manner. The Employer will make every effort to place those Employees who may have become handicapped during their service in the Armed Forces.

15.5.2 A probationary Employee who enters the Armed Forces of the United States and who meets the foregoing requirements, must complete his probationary period, and upon completing it satisfactorily shall have earned and accumulated seniority equal to the time that he spent in the Armed Forces of the United States.

15.6 Loss of Seniority.

15.6.1 An Employee shall lose his seniority for the following reasons only:

1. He resigns or quits.
2. He is discharged or permanently removed from the payroll, and the separation is not reversed through the grievance procedure.

3. If he does not return to work when recalled from layoff as set forth in the recall procedure.

4. He retires.

5. If he does not return at the expiration of a leave of absence as set forth in the leave of absence procedure.

6. He is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee, at his last known address, stating that his employment has been terminated.

16.0 PROBATIONARY EMPLOYEES

16.1 New Employees hired in the unit shall be considered as probationary Employees for the first nienty (90) days of their employment. The probationary period shall be accumulated within not more than one (1) year. When an Employee finishes the probationary period, he shall be entered on the Seniority list of the unit and shall rank for seniority from the date of his initial employment.

16.2 The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than union activities.

17.0 TEMPORARY AND SEASONAL EMPLOYEES

17.1 Temporary employment shall be defined as Employees temporarily assigned for the purpose of filling vacancies of permanent Employees who may be on vacation or absent because of illness, unforeseen emergencies requiring

additional help, etc.

17.1.1 Temporary Employees shall be hired for a period not to exceed ninety (90) working days at any one time.

17.1.2 These Employees shall not be entitled to receive any fringe benefits or acquire any seniority and shall not rank for overtime work.

17.2 Seasonal employment shall be defined as Employees required to assist in various municipal programs and facilities whose tenure is for a specific period of time or season.

17.2.1 Seasonal Employees shall be terminated upon the completion of the specific project or program.

17.2.2 These Employees shall not be entitled to receive any fringe benefits or acquire any seniority.

18.0 LAY-OFFS

18.1 The Employer may lay-off a permanent Employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, reinstatement of a permanent Employee from a leave of absence, or for other related reasons which are outside the Employer's control and which do not reflect discredit upon the services of the Employee.

18.2 Lay-off of Employees shall be made by inverse order of their seniority within a position classification. No probationary, permanent Employee shall be laid off from any position while any temporary Employee is still employed in the same position classification.

18.3 The Employer shall give written notice to the Employee and to the Union of any proposed lay-off. Such notice shall state the reasons therefor and shall be submitted at least three (3) days prior to the effective date thereof.

19.0 RECALL PROCEDURE

19.1 When the working force is increased after a lay-off, Employees will be recalled according to seniority, as defined in Section 15. Notice of recall shall be sent to the Employee at his last known address by registered mail or certified mail. If the Employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he shall be considered to have terminated.

20.0 POSITION VACANCIES

20.1 The Employer will first make any position vacancies within the bargaining unit available, on a seniority basis, to its current Employees who may possess the ability and the general physical qualifications as well as any other special qualification and training necessary for the vacant position, prior to giving consideration of the hiring of a new employee to fill the said vacant position.

20.2 All position vacancies shall be posted for a period of seven (7) calendar days on the Union Bulletin Board and shall give a description of the position vacancy and its subsequent wage and/or salary rate.

20.3 Employees interested in such position vacancy shall apply to the Employer within the seven (7) day posting period. The Employer will not be

obligated to consider any request from an Employee who has not submitted same during the aforesaid position vacancy posting period.

20.4 Notification of the filling of the position vacancy shall be made to the Union by the Employer. In the event the applicant having the most seniority is not selected to fill the position vacancy which is within the bargaining unit, the reasons for the denial shall be given the Employee applicant and, upon request, to the Chief Steward and such shall be subject to the grievance procedure.

20.5 Any current Employee who is selected to fill a position vacancy shall assume his new responsibility on the effective date as may be determined by the Employer and the Employee shall be granted the classification and wage and/or salary rate currently applicable to the position.

20.6 The Employee who accepts the new position must prove his ability to perform the duties of that position and indicate his desire to remain in that position within a four (4) week trial period.

20.7 In the event the Employee is subsequently transferred back to his former position classification, the Employee shall be granted the classification and wage and/or salary rate of his former position.

21.0 PAYMENT OF BACK PAY CLAIMS

21.1 If the Employer fails to grant an Employee the wage and/or salary to which the Employee is allegedly entitled and such is sustained by the grievance procedure, the Employer shall reimburse the Employee for the earnings the Employee lost through such failure of the Employer.

21.2 No claim for back wages and/or salary shall exceed the amount of wages and/or salary the Employee would have otherwise earned at the current rate of pay in a particular position classification.

22.0 WORK SCHEDULE

22.1 Street and Public Services Divisions

22.1.1 The normal work day for Employees assigned to these divisions shall be from 7:30 a.m. until 4:00 p.m., local time, with a one-half (1/2) hour lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.1.2 The work day on pay days for Employees assigned to these divisions shall be from 7:30 a.m. until 4:15 p.m., local time, with three-fourths (3/4) of an hour lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.1.3 The basic work week for the Employees assigned to these divisions shall consist of forty (40) hours and five (5) consecutive eight (8) hours each day, Monday through Friday.

22.2 Sanitation Division

22.2.1 The normal work day for the Employees assigned to this division shall be from 7:00 a.m. until 3:30 p.m., with a one-half (1/2) hour lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.2.2 The work day on pay days for Employees assigned to this division shall be from 7:00 a.m. until 3:45 p.m., local time, with three-fourths (3/4) of an hour lunch period, unless otherwise agreed upon by the Employer and the Union.

22.2.3 The basic normal work week for Employees assigned to this division shall consist of five (5) consecutive work days, Monday through Friday, provided however, that whenever a holiday, as outlined in Sub-section 28.6, falls within the basic normal work week, the Employees assigned to this division shall perform their rubbish collection services on the Saturday immediately after the aforesaid holiday unless otherwise mutually agreed upon by the Employer and the Union.

22.3 Administrative Clerks

22.3.1 The normal work day for Employees of this bargaining unit who are classified as Administrative Clerks shall be from 8:30 A.M. until 5:00 P.M. with a one (1) hour duty free lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.3.2 The basic work week for Employees of this bargaining unit who are classified as Administrative Clerks shall consist of thirty-seven and one-half (37½) hours and five (5) consecutive seven and one-half (7½) hours each day, Monday through Friday.

22.4 Clerk-Dispatchers

22.4.1 The normal work day for Employees of this bargaining unit who are classified as Clerk-Dispatchers shall be as follows:

1st shift 6:45 A.M. to 3:00 P.M.

2nd shift 2:45 P.M. to 11:00 P.M.

3rd shift 10:45 P.M. to 7:00 A.M.

with a one (1) hour duty free lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.4.2 The basic work week for Employees of this bargaining unit who are classified as Clerk-Dispatchers shall consist of an approximate thirty eight (38) hours per week, as averaged for fifty two (52) weeks on an annual basis, and six (6) consecutive seven and one-fourth (7¼) hours each day worked.

22.5 Meter Maids

22.5.1 The normal work day for Employees of this bargaining unit who are classified as meter maids shall be from 9:00 A.M. until 5:30 P.M. with a one (1) hour duty free lunch period, unless otherwise mutually agreed upon by the Employer and the Union.

22.5.2 The basic work week for the Employees of the bargaining unit who are classified as Meter Maids shall consist of thirty seven and one-half (37½) hours per week and an average of five (5) days per week.

22.5.3 Any Employee of this bargaining unit who is classified as a Meter Maid shall not be required to work their assigned "beat" in the event of inclement weather as hereinafter determined by the City Administrator, but shall be assigned to perform duties as may be available within the Department of General Government.

23.0 OVERTIME PAY

23.1 Public Works Employees

23.1.1 Employees of this bargaining unit who are classified public works employees and who are required to work more than eight (8) hours in any one day or more than forty (40) hours in any one week shall be paid per hour for such overtime at the rate of one-and-one-half (1½) times their current basic hourly wage except as provided in Section 23.1.2 below.

23.1.2 Employees of this bargaining unit who are classified public works employees and who are required to work on Saturday shall be paid per hour at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.1.3 Employees of this bargaining unit who are classified public works employees who are required to work on Sundays shall be paid per hour at the rate of two (2) times their current basic hourly rate.

23.2 Administrative Clerks

23.2.1 Employees of this bargaining unit who are classified as Administrative Clerks and who are required to work more than seven and one-half (7½) hours in any one day or more than thirty seven and one-half (37½) hours in any one week shall be paid per hour for such overtime at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.2.2 Employees of this bargaining unit who are classified as Administrative Clerks and who are required to work on Saturday shall be paid per hour at the rate of one-and-one-half (1½) times their current basic hourly rate.

23.2.3 Employees of this bargaining unit who are classified as Administrative Clerks and who are required to work on Sunday shall be paid per hour at the rate of two (2) times their current basic hourly rate.

23.3 Clerk-Dispatchers

23.3.1 Employees of this bargaining unit who are classified as Clerk-Dispatchers and who are required to work more than seven and one fourth (7¼) hours in any one day shall be paid per hour for such overtime at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.3.2 Employees of this bargaining unit who are classified as Clerk-Dispatchers and who are required to work on their "leave day" and/or "day off" shall be paid per hour at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.4 Meter Maids

23.4.1 Employees of this bargaining unit who are classified as Meter Maids and who are required to work more than seven and one-half (7½) hours in any day or more than thirty seven and one-half (37½) hours in any one week shall be paid for such overtime at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.4.2 Employees of this bargaining unit who are classified as Meter Maids and who are required to work on their "leave day" and/or "day off", excepting a Sunday, shall be paid per hour at the rate of one-and-one-half (1½) times their current basic hourly wage.

23.4.3 Employees of this bargaining unit who are classified as Meter Maids and who are required to work on Sunday shall be paid per hour at the rate of two (2) times their current basic hourly rate.

23.5 Working on Holidays

23.5.1 Employees of this bargaining unit who are required to work on the designated holidays as set forth in Sub-section 28.6 shall be paid per hour at the rate of two (2) times their current basic hourly rate plus their regular holiday pay of straight time for eight (8) hours.

23.6 Distribution of Overtime.

23.6.1 Overtime work shall be distributed as equally as possible among the Employees, based upon the requirement of the Employer.

24.0 MINIMUM CALL BACK TIME

24.1 Any Employee called back to work overtime, outside of his regularly scheduled or normal duty period, shall be paid for a minimum of two (2) hours in accordance with Section 23.0.

24.2 If the called-back, overtime work assignment and the Employee's regular duty period overlap, the Employee shall be paid for such overtime in accordance with Section 23.0 until his regular duty period begins, after which the Employee shall then be paid at the rate of his current basic hourly wage.

25.0 PAY DAY

25.1 Pay day for all Employees shall be every other Wednesday and shall cover a two-week period ending at 8:00 A.M. Sunday preceding such pay day.

25.2 Pay checks will be available to Department Heads insofar as is possible at noon on such Wednesdays.

25.3 In the event the regular pay day falls on a holiday, every effort shall be made to consider the day preceding the holiday as the pay day.

25.4 Employees who have any questions regarding their pay checks shall refer such questions to their respective Department Head.

26.0 REST PERIODS

26.1 All Employees of this bargaining unit shall be entitled to two (2) rest periods per each assigned duty shift, if desired, excluding a lunch period.

26.2 Whenever feasible, such rest periods shall be scheduled at the middle of each one-half ($\frac{1}{2}$) regular duty period.

26.3 The length of each rest period shall be ten (10) minutes for all employees of the bargaining unit who are classified public works employees; provided however, when two (2) or more public works employees are working together as a work crew in a fixed location, one such employee shall be allowed an additional average of five (5) minutes for the purpose of procuring coffee for the said work crew.

26.3.1 The length of each rest period shall be fifteen (15) minutes for all Employees of the bargaining unit who are classified as Administrative Clerks, Clerk-Dispatchers or Meter Maids.

26.4 Such rest periods shall not exceed the time limitations as allocated above and shall commence whenever the Employee leaves his duties in the field and/or office, unless otherwise mutually agreed upon by the Employer and the Union.

27.0 WASH-UP TIME

27.1 All Employees of this bargaining unit who are classified public works employees or mechanics shall be entitled to a five (5) minute wash-up period before lunch and a ten (10) minute wash-up period at the end of their regular duty period.

27.1 All Employees shall be entitled to a five (5) minute wash-up period before lunch and a ten (10) minute wash-up period at the end of their regular duty period.

28.0 EMPLOYEE FRINGE BENEFITS

28.1 Uniform Allowance.

(b) Clerk Dispatcher

Three (3) skirts;
Six (6) summer shirts;
Six (6) winter shirts;
Blazer jacket as required.

(c) Meter Maid

Three (3) summer skirts;
Five (5) summer shirts;
Three (3) winter slacks;
Five (5) winter shirts;
Summer and winter hat replacements as required;
Winter jacket;
Two (2) pairs of shoes;
Two (2) pairs of winter boots.

28.1.1 All Employees of this bargaining unit who are classified Public Works Employees (excluding mechanics), clerk-dispatcher, or meter maid, shall annually be furnished with uniforms in accordance with the following policy: (effective 7/1/74).

(a) Public Works Operator

Three (3) summer trousers;
Three (3) summer shirts;
Three (3) winter trousers;
Three (3) winter shirts;
One (1) winter coat;
One (1) lightweight spring jacket;
A florescent vest shall be provided any employee required to make emergency repairs or perform other services at night upon any public right-of-way.

28.1.2 Mechanics will be furnished three (3) changes of coveralls weekly, rental and laundry service provided by the Employer.

28.1.3 The uniforms as furnished to Employees shall become their property. The uniforms will be furnished after the probationary period has been successfully completed.

28.1.4 All regular full-time Employees shall be in their furnished uniform whenever in the performance of their work for the Employer.

28.1.5 All such Employees shall maintain and provide themselves with clean uniforms at all times, and, if necessary, uniforms shall be changed every-day so that the Employee shall have a clean and presentable appearance while in the performance of his duty for the Employer.

28.1.6 Each Employee, of other than Mechanic Classifications, shall be responsible for the cleaning and maintenance of uniforms furnished.

28.1.7 The Employer shall reimburse an Employee, in an amount not to exceed $100.00, for loss, damage or destruction, while on duty, of his personal property of a kind normally worn or utilized in the performance of his duties, when the same has not been caused by the negligence of the Employee. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money. This obligation shall not extend to any loss or damage to motor vehicles of the Employee. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the Employee and shall be payable only after the Employee has first exhausted all possiblity of collecting for such loss under his own insurance.

28.2 Longevity Pay.

28.2.1 "Longevity" is defined as "length or duration of life" and when used in connection with municipal pay is intended to compensate the Employee for long and faithful service.

28.2.2 All regular full-time Employees receiving Longevity Pay shall count their continued service from the date of their first regular full-time employment with the Employer. In instances where the Employee has separated

from employment with the Employer for one or more of the following reasons, after which he returned to the employment of the Employer without delay upon being called back to work, his prior service shall be included with his present service for computing Longevity Pay due when separation was caused by:

a. Service in the Armed Forces of the United States, following which the Employee returned directly to the employment of the Employer without accepting employment elsewhere.

b. Illness or disability suffered while a regular full-time Employee of the Employer.

c. Laid off by the Employer due to lack of work, lack of funds, or for reasons beyond his control.

28.2.3 Longevity Pay shall be considered part of the regular pay and subject to the payroll and pension deductions.

28.2.4 Longevity benefits shall be paid annually during the month of December and in accordance with the following schedule:

a. $100.00 annually for each Employee who shall have completed five (5) years accumulative service.

b. $250.00 annually for each Employee who shall have completed ten (10) years of accumulative service.

c. $350.00 annually for each Employee who shall have completed fifteen (15) years of accumulative service.

d. $400.00 annually for each Employee who shall have completed twenty (20) years of accumulative service.

28.3 Retirement Pension Plan.

28.3.1 As provided by the City Charter, all regular, full-time Employees of the bargaining unit shall contribute 3% of the first $4,200.00 of their gross pay and 5% of their gross pay in excess of $4,200.00, and the Employer shall contribute 6.05% of the first $4,200.00 of the Employee's gross pay and 8.35% of the Employee's gross pay in excess of $4,200.00.

28.4 Life Insurance.

28.4.1 The Employer shall provide life insurance with double indemnity (accidental death and dismemberment) for all regular full-time Employees of the bargaining unit in accordance with the following schedule:

a. $ 5,000.00 - $ 7,500.00 annual base wage . . . . . $ 5,000.00

b. 7,501.00 - 15 ~~10~~,000.00 annual base wage 10,000.00

c. 15,001.00 and over annual base wage . . . . . 15,000.00.

28.4.2 At the time of retirement, each regular full-time Employee within the bargaining unit shall be credited with an amount equal to his current wage rate for his particular job classification in the amount of twenty-five percent (25%) of his unused accumulated sick leave days. Such credit shall be considered as paid-up life insurance, shall be held in a reserve fund by the Employer, and shall be payable to the said Employee's estate upon proper notification to the Employer of the death of the retired Employee. (Effective 7-1-71)

28.5 Group Medical, Surgical, and Hospital Plan

28.5.1 All regular full-time Employees of this bargaining unit shall be provided with group hospitalization and surgical insurance with a $2.00 deductible prescription rider clause, a major medical clause (effective 7/1/75) and an eye-care plan, and the dependents of such Employees shall also be covered by the same benefits, all in accordance with a recognized standard plan of group hospital and surgical benefit insurance (dependents defined as the spouse and all children up to and including eighteen (18) years of age.

28.6 Holiday Leave

28.6.1 There shall be eleven (11) paid holidays observed by all full-time Employees within the bargaining unit, namely:

New Year's Eve		1/2
New Year's Day	1	
Washington's Birthday	1	
Good Friday	1	
Memorial Day	1	
Independence Day	1	
Labor Day	1	
Columbus Day	1	
Veterans Day	1	
Thanksgiving Day	1	
Christmas Eve		1/2
Christmas Day	1	
Total	11	

28.6.2 If any of the above holidays fall on a Saturday, it will be observed on the preceding Friday. If any of the above holidays fall on a Sunday, it will be observed on the succeeding Monday.

28.6.3 Employees of this bargaining unit who are classified as a Clerk-Dispatcher, and whose work schedule will require such Employee to work on the day of observance of a designated holiday in the period of their regularly scheduled shift, may observe this holiday prior to succeeding a scheduled two (2) day "leave", or may work such holiday and receive the holiday pay as set forth in sub-section 23.5.1.

28.6.3.1 If the holiday falls on the scheduled aforesaid "leave" day, for those employees classified as a Clerk-Dispatcher, this holiday may be observed prior to or succeeding a scheduled two (2) day leave at the affected Employee's option within the same pay period as the holiday may occur, provided, however, that any Employee so classified as a Clerk-Dispatcher and desiring to exercise the option as outlined hereinabove shall notify the Employer at least three (3) weeks in advance of the observance of the said particular holiday.

28.7 Vacation Leave.

28.7.1 Upon the completion of one year of service, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of ten (10) working days per year following the initial proration of his employment date to the June 1st nearest to the Employee's employment anniversary date.

28.7.2 Beginning with the sixth (6th) year of continuous service, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of fifteen (15) working days per each year.

28.7.3 Beginning with the eleventh (11th) year of continuous service, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of twenty (20) working days per each year.

28.7.4 Beginning with the sixteenth (16th) year of continuous service, each full-time Employee shall earn and be entitled to vacation leave, with pay, at the rate of twenty-five (25) working days per each year.

28.7.5 Such vacations are to be scheduled with the understanding that the Employee's wishes be granted whenever they do not interfere with the efficient and proper

operation of the Employer, and provided, further, that those Employees having more than fifteen (15) years of continuous service shall be urged to take a summer and a winter vacation.

28.7.6 Vacations cannot be accumulated or deferred from one year to another year and whenever feasible, shall be taken in segments of at least five (5) working days.

28.7.7 Vacations shall be "picked" by seniority on or before May 1 of each year, provided, however, that a maximum combination of five (5) Employees within the Department of Public Works, excluding those Employees classified as mechanics, shall be allowed on vacation at any one time and provided further that at least one (1) Employee from the Sanitation Division of the said department shall be included in the aforesaid maximum total permitted to be on vacation at any one time.

28.7.8 Upon approval by the Department Head and notification to the Comptroller of the designation of the vacation periods for regular full-time Employees, such Employees shall be entitled to and shall receive their vacation pay in addition to their regular pay on the regularly scheduled pay day preceeding such Employee's vacation period, the amount of the vacation pay to be computed at regular straight time hourly rate or the annual salary divided by 52 weeks per year for the vacation period allowed such Employee.

28.7.9 Straight time pay and overtime pay earned and due during the last pay period prior to any such Employee's going on vacation shall be computed and paid to such Employee on the next succeeding pay day. It shall be the duty of the Department Head to notify the Comptroller at least four days prior to the date of the pay immediately preceding commencement of the vacation period of all of his Employees. If an Employee terminates or is terminated by the Employer, he will receive payment for any unused vacation credits accrued in the current calendar year. Such payment shall be based upon the current wage and/or salary rate for the Employee's position classification at that time.

28.7.10 If a holiday, as prescribed in sub-section 28.6.1 is observed while an Employee of this bargaining unit is on vacation leave, such holiday shall not be counted against the said Employee's vacation leave.

28.8 Sick Leave.

28.8.1 Sick Leave shall be deemed a privilege reserved for regular full-time Employees. Each such Employee may earn and shall be entitled to sick leave with pay at the rate of one (1) working day for each full month of continuous service, and such may be accumulated without limitation.

28.8.2 The use and disposition of accumulated sick leave may be authorized as follows, or upon the following conditions:

a. Absence of an Employee due to personal illness, consultations with doctors, and other health reasons shall be charged to accumulated sick leave provided that (1) the Employee, or someone on the Employee's behalf, has notified his Department or Division Head or immediate super-

visor of the illness prior to the beginning of the regular work period to which the Employee is assigned; and (2) the Employee, upon returning to work, can substantiate the claim of personal illness during the period of absence if requested by the Employer.

b. A Certificate of Illness prepared by a licensed doctor or other suitable proof of illness shall be submitted for any absence of three (3) or more consecutive working days on account of illness; and the Employer may request a Certificate of Illness or other suitable proof for any absences of shorter duration caused by illness if it is apparent that sick leave is being habitually abused.

c. Whenever a physician is called upon by the Employer to verify a sickness, the cost thereof shall be at the expense of the Employer.

d. Any absence, for which a requested Certificate of Illness or other suitable proof of illness has not been submitted, shall be considered "Absence without Leave" and shall result in loss of compensation for such period of absence.

e. Sick leave may not be granted in anticipation of future service. Holidays falling within a period of sick leave shall not be counted as sick leave. Sick leave shall not be charged against an Employee's current sick leave in amounts of less than one-half (1/2) day.

f. Upon termination of employment all regular full-time Employees shall be entitled to receive severance pay according to the following stipulations:

1. Provided, that at the time employment is terminated the regular full-time Employee has been employed for not less than ten (10) years of prior continuous service.

2. Provided, that based on the regular full-time Employee's current daily salary such Employee shall receive at the time of the termin-

ation of employment, and in one (1) payment as severance pay, an amount equal to his current daily salary for (1/2) of his unused accumulated sick leave days.

g. In the event of death of any regular full-time Employee having ten (10) years of prior continuous service, the deceased Employee's estate shall receive payment for such Employee's accumulated sick leave as provided in paragraph above.

28.8.3 Any full-time Employee within the bargaining unit shall have the privilege of converting, on an annual basis, three (3) days of his accumulated sick leave time into emergency or personal leave and to deduct such emergency or personal leave from his total accumulated sick leave time. Insofar as possible, all such emergency or personal leave requests shall be filed with the Employer at least twenty-four (24) hours prior to the date that such is to become effective.

28.8.4 Emergency or personal leave shall not be taken concurrently with any vacation or holiday leave, provided, however, an emergency leave may be authorized in concurrence with the above if the said emergency leave request is substantially documented.

28.8.5 As an incentive bonus, there shall be added one (1) bonus day to each qualified Employee's sick leave bank of this bargaining unit if no sick leave is utilized in a continuous six (6) month period and an additional two (2) bonus days shall be added if no sick leave is utilized in a continuous twelve (12) month period, provided, however, any authorized emergency or personal leave, as provided in Section 28.8.3 above shall be exempted from this provision.

28.9 Disability Leave.

28.9.1 A "Disability Leave" may be granted to an Employee who has incurred a service-connected injury or disability incapacitating the Employee from performing the duties and requirements of his position held with the Employer.

28.9.2 A "Disability Leave" may be applied for by any Employee of the Employer for a service-connected injury or disability under the following regulations:

a. Application to be made, in writing, to the Employer advising of all the pertinent facts which are the basis for the application.

b. The Employer, upon receipt of such application, shall cause the same to be investigated and to prepare written findings, a copy of which shall be furnished to the Employee.

c. If the findings shall be such so as to deny the "Disability Leave", the Employee shall have the right of appeal to the City Council, by filing a written claim of Appeal with the City Clerk within five (5) days after receipt of the City Administrator's findings. Upon Hearing had, the Council shall make its determination which shall be final and binding on all parties concerned.

Any "Disability Leave" granted as herein provided shall be subject to and conditioned upon the performance of the following provisions:

a. The Employee shall have suffered a service-connected injury or disability incapacitating the Employee from the performance of the duties of his employment with the Employer.

b. The Employee shall have applied for and shall be receiving compensation therefore under the Michigan Workman's Compensation Insurance Act.

c. The Employee shall be required to be under the care of the Employer's Physician during the first sixty (60) days of his injury or disability and shall submit to such physical examinations, treatments, and recommendations as the Employer's Physician may prescribe, provided that the

Employee may have a physician of his own choosing to be in consultation with the Employer's Physician in connection with such examinations, treatments, and recommendations.

d. The Employer shall review the "Disability Leave" at least every three (3) months during the first year thereof and every six (6) months thereafter during the period of the continuance of such "Disability Leave". The Employer shall make his written findings after each such review and provide the Employee with a copy thereof. An Appeal may be taken therefrom and processed as provided for in Sub-Section 28.9.2 c.

28.9.3 The "Disability Leave" shall terminate upon a written finding, by the Employer, a copy of which is delivered to the Employee, upon the determination that any of the following occurrences have taken place:

a. When the payment of compensation ceases under the Michigan Workman's Compensation Insurance Act, or

b. When the Employee is retired under the provision of Chapter 16 of the City Charter (Retirement System), or

c. When the Employee shall discontinue his employment with the Employer, or

d. Upon certification, by the Employer's Physician, that the Employee is physically able to return to his regular duties with the Employer and that the injury or disability which was the basis for the granting of the "Disability Leave" no longer prevents the Employee from returning to his regular duties.

28.9.4 An Appeal from any of such findings may be taken and processed as provided in Paragraph 28.9.2 c above.

28.9.5 The compensation paid by the Employer to any Employee granted a "Disability Leave" during the period thereof, shall represent the amount of the Employee's salary or wages which he received at the time of the commencement of such "Leave", less the amount the Employee shall receive for benefits under the

Michigan State Workman's Compensation Insurance Act together with the compensation received by the Employee from any gainful employment.

28.9.6 Where a service-connected injury or disability, for which a "Disability Leave" has been granted, shall occur under circumstances creating a legal liability in some other person or the employer of such person, other than the Employer, to pay damages to such Employee or his dependents or their personal representatives, the rights and benefits which are available and accrue to the Employer as provided in Section 15 Part III of Act No. 10 of the Public Acts of the State of Michigan for 1912 (First Extra Session, as amended by Section 17.189 M.S.A.) shall inure to the benefit of the Employer. No Employee shall settle or waive any such claim for damages without the written consent of the Employer.

28.9.7 In individual cases involving undue hardship or other meritorious conditions, the City Council may determine not to reduce the benefits provided for under the above provisions and may increase benefits payable hereunder in such cases as the City Council may determine to be just, merited, and warranted.

28.9.8 The provisions, as hereinbefore set forth, may be amended, revised, or repealed at the discretion of the City Council.

28.10 Funeral Leave.

28.10.1 In the event of the death of one of the following listed relatives of an Employee, the Employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days: (effective July 1, 1975).

Husband	Step-children
Wife	Mother
Children	Father

28.10.2 In the event of the death of one of the following listed relatives of an Employee, the Employee may be granted, upon the order of the Employer, an excused absence with regular straight time compensation for the purpose of attending the funeral of such relative and any such excused absence shall not exceed one (1) to three (3) working days depending upon the Employee's relationship and responsibility for funeral arrangements (effective July 1, 1975):

Step-Mother	Mother-in-law
Step-Father	Father-in-law
Sister	Sister-in-law
Brother	Brother-in-law
	Grandparents of husband or wife
	Grandchildren

28.10.3 Provided, further, that upon proper verification by the Employee to the Employer that the funeral services for any such relative, as included in subsection 28.10.2 hereinabove, are to be held at a place located more than 300 miles from the City of Grosse Pointe Woods and the Employee plans to attend such services, an additional two (2) working days shall be allowed without loss of pay.

28.10.4 If additional funeral leave days are required by the Employer in excess of those provided herein, the Employee may request the Employer to grant an emergency vacation leave and/or an emergency leave of absence without pay.

28.11 Leaves of Absence.

28.11.1 Employees who are elected or selected by the Union to accept a full-time assignment with the Union and which assignment takes them away from their employment with the Employer, shall, upon written request by the Union to the Employer, be given a leave of absence without pay for such purpose, provided that no more than one (1) Employee within the bargaining unit shall be granted such a leave of absence at the same time and provided further that such leave of absence shall not exceed two (2) years or the duration of that assignment, whichever is shorter.

28.11.2 Employees who are elected or selected by the Union to attend functions of the Union such as conventions, educational conferences and other Union activities shall be allowed time off without pay to attend such, provided that the Employer is advised in writing by the Union of such intended absences at least three (3) regularly scheduled working days prior to the start thereof.

28.11.3 An Employee who has a prolonged physical or mental illness or an Employee who has such illness in his immediate family shall be granted, upon written request to the Employer and submission of proof acceptable to the Employer, a leave of absence without pay for a period of time not to exceed three (3) calendar months in any one (1) calendar year; provided however that subsequent three (3) calendar months extension and/or extensions shall be granted to the Employee upon the further submission of need and which is acceptable

to the Employer.

An Employee's immediate family as referred herein above shall be defined to include only the spouse and children of the Employee.

28.11.4 A personal leave of absence, without pay, may be granted for a definite period of time not to exceed thirty (30) days in any one (1) calendar year to an Employee whose services can be spared by the Employer. Additional extensions of such leave of absence may be further granted by the Employer.

28.11.5 An Employee on an approved leave of absence shall not lose his ranking for seniority.

28.11.6 Leaves of absence obtained under false pretense shall not protect an Employee's seniority and his rights thereto.

28.11.7 Employees who do not return to work within three (3) days after expiration date of their leave of absence shall be considered as having voluntarily terminated their employment unless a provable written excuse, submitted within ten (10) days is accepted by the Employer.

28.12 Jury Duty Leave.

28.12.1 Any full-time Employee who is required to serve on jury duty shall be given the time off to do so. He shall be paid, at his current regular pay, the difference between his pay received for jury duty and that of his current regular pay upon the receipt by the Employer of an official statement setting forth the amount of pay earned for the said jury duty.

28.13 Park Permits After Retirement.

28.13.1 Upon retirement, each former full-time Employee shall receive a regular permit for himself and his immediate family and be afforded an equal opportunity in the rental of a boat dock space in accordance with the City Ordinance governing same at the time.

28.14 Cost-of-Living Allowance.

28.14.1 Employees of this bargaining unit shall be granted a cost of living allowance. Payments shall be based on the geographic cost of living index established by the Bureau of Labor Statistics for the Detroit Metropolitan Area, using the index as of July 1, 1970 as the base for the year of 1970. The first payment shall be made during the month of December 1970, covering the period of July 1, 1970 to December 1, 1970, and shall be computed as follows:

> The average difference between the index as of December 1, 1970 and the base of July 1, 1970 shall be calculated. For each .4 increase in the said index average, the employee shall receive $.01 per hour as a cost of living allowance, for each hour worked during the said period.

28.14.2 Payment of the Cost-of-living Allowance thereinafter shall be calculated on a similar basis and shall be paid annually during the month of January by utilizing the average price index figure of the preceding calculated twelve (12) month period and subtracting such from the average price index figures of the immediate past twelve (12) month period for the purpose of calculating each successive year's cost-of-living allowance.

28.15 Residence Requirements

28.15.1 Unlimited residence boundaries shall be permitted for any employees of this bargaining unit.

29.0 TRAINING ASSIGNMENTS

29.1 Both the Employ and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority, and qualifications; and the Employee being trained will continue to receive his current rate of pay.

29.2 The Employer shall encourage any Employee of this bargaining unit to continue their education by providing an incentive of paying any tuition costs of courses for the completion of a high school diploma, or for any tuition costs of any recognized and accredited college or university courses which may be related to the Employee's work or which leads to a degree from such college or university, provided however that the Employee must maintain a grade average of "C" or its equivalent in order to qualify for reimbursement of such tuition costs.

30.0 BULLETIN BOARDS

30.1 The Employer will provide adequate bulletin boards which may be used by the Union for posting notices and pertinent information which may be of interest to the Employees.

30.2 Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its Employees, or any labor organizations among its Employees.

30.3 Failure to observe the above provisions shall entitle the Employer to remove such bulletin boards.

31.0 SAFETY COMMITTEE

31.1 A safety committee of Employees and Employer representatives is hereby established. This committee will include the Chief Steward, President of the Local, and two (2) Employer representatives as may be designated by the Employer and shall meet at the request of either party, during working hours, for the purpose of making recommendations to the Employer.

32.0 UNION NEGOTIATING COMMITTEE

32.1 The Union shall advise the Employer of the names of its Negotiating Committee, not to exceed four (4) Employee members, on or before February 1st, annually. The time and place for negotiations and collective bargaining on the Annual Agreement shall be mutually agreed upon by the Union and the Employer.

32.2 The Employee representatives on the Union's negotiating committee shall be given sufficient time off with pay as well as giving of their own time on an equal basis for the purpose of collective bargaining on the annual Agreement with the Employer.

33.0 POSITION CLASSIFICATION SCHEDULE

33.1 Employees shall be classified in accordance with the position classification and descriptions attached to this Agreement and marked Exhibit A. The attached position classifications and descriptions shall be considered as a part of this Agreement.

33.2 When any position not listed in the position classification schedule is proposed to be established, the Employer may designate a position title and rate structure for the position and agrees to inform the Union of the fact that it is considering such new position classification and will discuss same with the Union before putting it into effect.

34.0 RATIFICATION OF AGREEMENT

34.1 This Agreement shall not become effective unless and until it is:

34.1.1 Ratified by a majority of the members of Local 1121 Council 23 of the American Federation of State, County, and Municipal Officials, AFL-CIO.

34.1.2 Approved by the Council of the City of Grosse Pointe Woods by resolution duly adopted.

35.0 SUPPLEMENTAL AGREEMENTS

35.1 All supplemental agreements or amendments to this Agreement, as may be negotiated and approved by the Employer and the Union, shall be subject to approval and ratification in accordance with aforesaid Section 34.0.

36.0 SEVERABILITY

36.1 This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects; and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this Agreement; and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

37.0 EFFECTIVE DATE AND TERMINATION OF AGREEMENT

37.1 This Agreement shall be effective as of the 1st day of July, 1973, and shall remain in full force and effect, with the exceptions noted below, until

11:59 P.M. on the 30th day of June, 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least five (5) months prior to the anniversary date of this Agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than five (5) months prior to the current anniversary date as herein set forth: this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth herein.

37.2 For the purpose of negotiating new economic provisions only, the Agreement may be opened by proper notice given by either party at least five (5) months prior to the current anniversary date of the Agreement. If either party gives such notice, negotiations on economic benefits only shall begin not later than five (5) months prior to the current anniversary date of the Agreement.

37.3 It is further agreed that any such proposed modifications to this Agreement and/or economic requests as outlined in Subsections 37.1 and 37.2 above shall be submitted on or before March 1st prior to the termination date of the current Agreement, unless otherwise mutually extended by both parties.

This contract is agreed to by and between the CITY OF GROSSE POINTE WOODS and LOCAL 1121, of COUNCIL 23 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and is hereby executed, effective July 1, 1973, by further amending the Agreement dated July 20, 1970, as set forth hereinafter by the following attachments, and incorporating the previous amendments to the aforesaid Agreement dated September 11, 1972, by the aforementioned parties:

IN WITNESS WHEREOF, the parties hereto have set their hands on this 6th day of August, 1973.

FOR THE UNION:

International Representative
Council 23

President, Local 1121

FOR THE EMPLOYER:

Mayor Pro Tem
City of Grosse Pointe Woods

City Administrator-Clerk
City of Grosse Pointe Woods

Exhibit A-1

DEPARTMENT OF PUBLIC WORKS

Mechanic II

Nature of Work: This is skilled and semi-skilled work in the repair, overhaul, servicing and general maintenance of the City's automotive, truck and other motorized or related heavy and light construction equipment.

Work involves the checking, servicing, repair and possible overhaul of all such equipment used by the City. The employee participates in the diagnosis of mechanical failure of equipment and makes recommendations thereon. In addition, the employee is expected to perform miscellaneous maintenance and repair tasks on equipment around the Public Works shop. Work assignments are given in writing or orally by the Director of Public Works upon receipt of complaints with respect to the operating conditions of the equipment or upon the employee's personal inspection of the equipment. Only general supervision is received and work is checked by results accomplished.

Examples of Work Performed: Participates in the general maintenance, repair, and possible overhaul of passenger car, light and heavy trucks, motorized and other automotive and mechanical equipment.

Performs major, minor tune-ups, makes adjustments thereon, and does other mechanical work as instructed on all types of equipment.

Services equipment with gasoline and oil, lubricates same, services batteries, and repairs tires.

Recommends purchase of parts and supplies needed for repair work; maintains records of equipment, materials, fuel supply and labor charges; and prepares periodic cost and other reports.

Inspects and approves major repairs made by private contractual sources and test drives such equipment for acceptance by the City.

Performs related work as required.

Desirable Knowledge, Abilities, and Skills: Knowledge of the mechanical parts of various automotive, motorized, and related equipment and the techniques for the proper care, maintenance, and repair thereof.

Ability to adapt available tools and parts to specific repair problems.

Skill in the use and care of hand and machine tools, test equipment, and welding equipment employed in automotive, motorized, and related equipment repair and adjustment.

Knowledge of the occupational hazards and safety precautions of the trade.

Ability to understand and effectively carry out written or oral instructions.

Desirable Experience and Training: Considerable experience in servicing automotive, motorized, and related equipment, including heavy equipment; and graduation from a standard high school, including or supplemented by training in automotive mechanics.

Exhibit A-2

DEPARTMENT OF PUBLIC WORKS

Mechanic I

Nature of Work: This is semi-skilled and unskilled work in repair, servicing, and general maintenance of the City's automotive, truck, and other motorized or related heavy and light construction or maintenance equipment. The employee works under general supervision and in accordance with the instructions given verbally or written by the Director of Public Works or a Mechanic II, who is his immediate supervisor. General advice and guidance are available from the supervisor in the event of more difficult and complex work problems. The supervisor may test the running condition of the equipment after the work is completed, and the work is checked by results accomplished.

Example of Work Performed: Participates in the general overhaul and repair work on light and heavy trucks, gasoline motors, tractor, and other automotive and mechanical equipment.

Inspects, adjusts, and replaces necessary automotive units and related parts, including but not limited to,valves, pistons, main bearings and assemblies, and cooling, fuel, and exhaust systems.

Repairs and overhauls brakes, ignition systems, differentials, transmissions, and rear axle assemblies; and tools motors, using standardized testing equipment.

Does gas and arc welding, performs general carpentry work, and spray paints.

Repairs, adjusts, grinds, and sharpens tools and auxiliary automotive equipment.

Performs related work as required.

Desirable Knowledge, Abilities, and Skills: Knowledge of the standard practices and equipment of the automotive mechanic trade.

Knowledge of the principles of operation of gasoline engines and of mechanical repair on heavy trucks, auxiliary automotive equipment, and maintenance equipment.

Knowledge of the occupational hazards and safety precautions of the trade.

Some knowledge of welding and forging methods and techniques.

Ability to adapt available tools and repair parts to specific repair problems.

Skill in the use and care of hand and machine tools employed in motor repair and adjustment work.

Desirable Experience and Training: Some experience as an automotive mechanic and graduation from a standard high school, including or supplemented by training in the automotive mechanic trade.

Exhibit A-3

DEPARTMENT OF PUBLIC WORKS

Crew Chief

Nature of Work: This is intermediate responsible work in the supervision and working with a small group of workers engaged in various semi-skilled and unskilled tasks performed by the Department of Public Works.

An employee in this class is responsible for organizing, leading and accomplishing various activities which are performed by a small group of subordinates or by himself. Work is assigned and outlined by oral and written instructions of the Director of Public Works or a Public Works Superintendent. However, the employee exercises considerable discretion in carrying out work details, in participating with and in the allocation of work to subordinates. Work results are reviewed by inspection, conference, and by evaluation of submitted reports.

Upon a regular rotation basis as per schedule determined by the Director of Public Works, this employee shall stand by for a "callout" to perform and/or direct various emergency departmental services as may be required. Compensation for this "stand by service" is incorporated in the wage structure for this classification.

Examples of Work Performed: May work alone or participates, leads out, organizes, assigns, supervises and inspects the work of a small operation crew engaged in the repair, maintenance, construction, installation or servicing of the following, but not necessarily limited to: (1) city streets, alleys, curbing, and sidewalks; (2) water distribution system; (3) storm and sanitary sewer system; (4) parks and recreational systems; (5) parking meters; and (6) public buildings.

Instructs subordinates in the more difficult maintenance and repair operations and processes.

Capable of operating various types of heavy and light equipment and other related equipment used in public works activities.

Serves as a "construction inspector" on various construction projects or capital improvement and repair programs.

Keeps work, time, and material records and prepares and submits regular and periodic reports. Obtains necessary materials needed for operations.

Performs related work as required.

Desirable Knowledge, Abilities and Skills: Knowledge of materials, methods and techniques commonly used in public works, utility construction and maintenance operations.

Knowledge of hazards and safety precautions of the work and equipment operations. Knowledge of the traffic laws, ordinances and regulations governing the operation of automotive and other motorized equipment.

Desirable Knowledge, Abilities and Skills: Knowledge of materials, methods and techniques commonly used in public works, utility construction and maintenance operations.

Knowledge of hazards and safety precautions of the work and equipment operations. Knowledge of the traffic laws, ordinances and regulations governing the operation of automotive and other motorized equipment.

Ability to supervise the work of an operational crew, in performing varied tasks and to obtain effective results.

Ability to understand and follow oral or written instructions.

Exhibit A-4

DEPARTMENT OF PUBLIC WORKS

Master Operator

Nature of Work: This is primarily semi-skilled type of work in the Department of Public Works.

Work sometimes includes responsibility for physical labor and for a variety of operations which do not necessarily require the full range of semi-skilled tasks.

Work may involve the operation of all types of light and heavy automotive, motorized or other mechanical equipment utilized within the Department of Public Works and related activities.

Work further requires the ability and capability of performing all of the varied and specialized duties and/or assignments within the Department of Public Works and related activities.

Examples of Work Performed: Operates light and heavy trucks, loader, tractor, backhoe, and all other light construction equipment as may be acquired within the department.

Operates any specialized equipment within the Department of Public Works.

Maintains streets and sidewalks; maintains and repairs water and sewer mains; maintains, repairs and installs water meters; maintains, repairs and installs parking meters; trims trees, reads water meters, and collects leaves.

Responds to any emergency and/or overtime duties involving failure of the City utility systems, snowplowing, leaf collection and any other such times as may be required.

Performs any related work as may be required.

Desirable Knowledge, Abilities and Skills: Knowledge of materials, methods and techniques commonly used in public works, utility construction and maintenance operations.

Knowledge of hazard and safety precautions of the work and equipment operations.

Knowledge of the traffic laws, ordinances and regulations governing the operation of automotive and other motorized equipment.

Ability to understand and follow oral instructions.

Ability to get along well with fellow employees.

Exhibit A-5

DEPARTMENT OF PUBLIC WORKS

Operator II

Nature of Work: This is semi-skilled and unskilled work in the repair, maintenance, construction, installation, and servicing of various public works, public services, parks and recreation, parking meters, and public building system and facilities.

Work includes responsibility for physical labor and for a variety of operations which does not necessarily require the full range of semi-skilled tasks.

Work may involve the operation of various types of light and heavy automotive, motorized or other mechanical equipment. Employees may rotate among various pieces or equipment as the work load of the operational crew changes.

Duties may frequently be routine or may require performance of only labor tasks.

The work also includes the routine servicing, cleaning, lubricating and making of field repairs of equipment and/or building facilities.

A crew chief usually issues assignments and reviews work in process or upon completion for completeness and quality of workmanship.

Examples of Work Performed: Operates light and heavy trucks, loader, tractor, backhoe and other light construction equipment.

Operates street sweeper, sewer cleaning machine, leaf loader, rubbish compaction truck, hydraulic aerial boom, mowing and spraying machines, air compressor, and other specialized equipment of the Public Works Department.

Performs manual labor incidental to the operation that may be assigned by participating in the work of an operational crew engaged in maintaining, repairing, constructing, installing or servicing the many varied public works, utilities, rubbish collection, parks and recreation, parking meters and public building systems and facilities.

Responds to emergency call-outs for utility system failures, snow plowing of streets and sidewalks, leaf collection and other similar emergencies.

Performs any related work as may be required.

Desirable Knowledge, Abilities, and Skills: Knowledge of the operations, maintenance, and use of the automotive, motorized, and related mechanical equipment commonly used in public works tasks.

Knowledge of materials, methods, and techniques commonly used by a public works department.

Knowledge of hazards and safety precautions of the work.

Knowledge of the traffic laws, ordinances, and regulations governing the operation of automotive and other motorized equipment.

Ability to understand and follow simple oral instructions.

Ability to get along well with fellow employees.

Physical strength and agility sufficient to do strenuous laboring tasks.

Desirable Experience and Training: Experience in the operation of automotive, motorized and related vehicles and equipment.

Exhibit A-6

DEPARTMENT OF PUBLIC WORKS

Operator I

Nature of Work: This is unskilled and limited semiskilled manual work. Employees in this class perform work of a manual nature which does not require a high degree of manipulative skill or previous experience in order to do an effective job. Work is normally performed under close supervision, but many types of work assigned may be routine and repetitive in nature and, after learned, can be carried on with only general supervision.

Example of Work Performed: Loads rubbish and debris into trucks and may assist in the unloading of same at the landfill or incinerator site.

Operates the mechanical compaction unit of a rubbish collection truck.

Performs various labor tasks.

Periodically washes and performs simple routine lubrication and cleaning of equipment, vehicles and/or building facilities.

Performs related work as required.

Desirable Knowledge, Skills and Abilities: Ability to understand and follow specific oral instructions.

Ability to get along well with fellow employees.

Sufficient physical strength and freedom from disabling effect to lift and move heavy objects and to work under varying weather conditions.

Desirable Experience and Training: Some experience in performing manual work and ability to read and write.

EXHIBIT B-1

LOCAL 1121

HOURLY WAGE RATE SCHEDULE

JULY 1, 1973-JUNE 30, 1974

Classification	Starting	Step A 6 mos.	Step B 12 mos.	Step C 18 mos.	Step D 24 mos.	
Mechanic II	$4.90/hr	$5.00/hr	$5.20/hr	$5.30/hr	$5.50/hr	+ $0.05 hr tool allowanc
Mechanic I	4.69	4.79	4.99	5.09	5.29	+ $0.05 hr tool allowanc
Crew Chief	4.58	4.68	4.88	4.98	5.18	
Master Operator	4.32	4.42	4.62	4.72	4.92	
Operator II	4.22	4.32	4.52	4.62	4.82	
Operator I	4.01	4.11	4.31	4.41	4.61	
Clerk-Dispatcher	3.89	3.99	4.19	4.29	4.49	+ $0.05 shift diff.
Adm. Clerk III	3.88	3.98	4.18	4.28	4.48	
Adm. Clerk II	3.73	3.83	4.03	4.13	4.33	
Adm. Clerk I	3.46	3.56	3.76	3.86	4.06	
Parking Enforcement	2.92	3.02	3.22	3.32	3.52	

EXHIBIT B-2

LOCAL 1121

HOURLY WAGE RATE SCHEDULE

JULY 1, 1974 - JUNE 30, 1975

Classification	Starting	Step A 6 mos.	Step B 12 mos.	Step C 18 mos.	Step D 24 mos.	
Mechanic II	$5.17/hr	$5.27/hr	$5.47/hr	$5.57/hr	$5.77/hr	+ $0.05 tool allowance
Mechanic I	4.96	5.16	5.26	5.36	5.56	+ $0.05 tool allowance
Crew Chief	4.85	4.95	5.15	5.25	5.45	
Master Operator	4.59	4.69	4.89	4.99	5.19	
Operator II	4.49	4.59	4.79	4.89	5.09	
Operator I	4.28	4.38	4.58	4.68	4.88	
Clerk-Dispatcher	4.16	4.26	4.46	4.56	4.76	+ $0.05 shift diff.
Adm. Clerk III	4.15	4.25	4.45	4.55	4.75	
Adm. Clerk II	4.00	4.10	4.30	4.40	4.60	
Adm. Clerk I	3.73	3.83	4.03	4.13	4.33	
Parking Enforcement	3.19	3.29	3.49	3.59	3.79	

EXHIBIT B-3

LOCAL 1121

HOURLY WAGE RATE SCHEDULE

JULY 1, 1975 - JUNE 30, 1976

Classification	Starting	Step A 6 mos.	Step B 12 mos.	Step C 18 mos.	Step D 24 mos.	
Mechanic II	$5.42/hr	$5.52/hr	$5.72/hr	$5.82/hr	$6.02/hr	+ $0.05 hr tool allowan
Mechanic I	5.21	5.31	5.51	5.61	5.81	+ $0.05 hr tool allowan
Crew Chief	5.10	5.20	5.40	5.50	5.70	
Master Operator	4.84	4.94	5.14	5.24	5.44	
Operator II	4.74	4.84	5.04	5.14	5.34	
Operator I	4.53	4.63	4.83	4.93	5.13	
Clerk-Dispatcher	4.41	4.51	4.71	4.81	5.01	+ $0.05 hr shif diff.
Adm. Clerk III	4.40	4.50	4.70	4.80	5.00	
Adm. Clerk II	4.25	4.35	4.55	4.65	4.85	
Adm. Clerk I	3.98	4.08	4.28	4.38	4.58	
Parking Enforcement	3.44	3.54	3.64	3.74	4.04	