

City of Harper Woods
19617 Harper Ave
Harper woods, Mich 48225

12-31-74

Harper Woods

A G R E E M E N T

This agreement made by and between the City of Harper Woods, a Michigan Municipal Corporation (hereinafter referred to as the "Employer") and the Office & Professional Employees International Union, Local 42, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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.

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.

WITNESSETH:

WHEREAS, the City and the Union pursuant to Act 336 of the Michigan Public Acts 1947, as amended, more commonly known as the "Hutchinson Act", have met and bargained in good faith in respect to rates of pay, fringes, hours, and other conditions of employment related thereto; and

WHEREAS, the parties as a result thereof have reached an agreement, and

WHEREAS, the said Agreement has been voted upon and accepted by the Union and has been approved by resolution of the Council of the City; and

WHEREAS, the parties hereto are desirous of entering into a written contract concerning the entire Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, 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 for the term of this Agreement of all office clerical employees and the dispatchers of the Employer, excluding temporary, part-time and supervisory employees.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE II - AID TO OTHER UNIONS

Section 1. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III - UNION SECURITY

Requirement of Union Membership. To the extent that the laws of the State of Michigan permit it is agreed that:

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall be deemed to have authorized such deductions for the life of the contract.

Section 2. Each employee hired on or after the execution of this Agreement who is or becomes a member of the Union and who authorizes the deduction of dues shall be bound by the same dues deduction requirements.

Section 3. Any employee who is not a Union member and who does not make application for membership, or who being or becoming a Union member, does not authorize the deduction of dues, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement an amount equal to the initiation fee (which is to be paid only once) and regular monthly dues. Employees who fail to comply with this requirement within thirty-one (31) days after date of hire shall be discharged by the Employer. If Federal or State Law determines that this provision or any part of this provision is illegal, the provision will be amended to abide by the law.

Section 4. (a) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(b) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

(c) The employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in payment of membership dues.

ARTICLE IV - CHECK-OFF

Section 1. Upon a signed authorization for check-off of dues form, the Employer agrees to deduct union dues and initiation fees as levied and officially designated by the Union and shall forward the same to the Secretary-Treasurer of OPEIU Local 42, AFL-CIO monthly with a list of those for whom deductions have been made. The Union will furnish such authorization for check-off dues form. (Exhibit "A").

Section 2. In cases where a deduction is made that duplicates a payment or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

Section 3. In case a dispute arises as to whether an employee has failed to comply with the Agency Shop Clause, the Union agrees to save the Employer harmless from and indemnify it for any liability that may arise from any acts of the Employer which result from its reliance on a representation of facts presented by the Union.

ARTICLE V - REPRESENTATION & GRIEVANCE PROCEDURE

Section 1. The employees shall elect an office committee of three (3) to represent them in the handling of all grievances. One member of the office committee shall be the Unit Chairman.

Section 2. The Employer shall designate an official who shall meet with the Union for the purpose of settling grievances.

Section 3. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours or working conditions, or the interpretation and application of this Agreement.

All grievances shall be subject to the following grievance procedure, except that group grievances (grievances which affect a group of employees) and policy grievances (grievances which affect all or nearly all employees in a general way) may begin at Step B of the grievance procedure.

STEP A. Employees who feel aggrieved shall discuss their complaint with their immediate supervisor, with or without the Unit Chairman present, at the option of the employee(s). An earnest effort shall be made to adjust the grievance in an informal manner. Grievances not presented to the supervisor within thirty (30) calendar days of their occurrence or of the employee(s) knowledge of their occurrence may not be processed under this grievance procedure. If satisfactory settlement is not reached at STEP A of the grievance procedure, then

STEP B. The grievance shall be reduced to writing. A meeting, outside of working hours, will then be arranged between the City Manager, or, in cases involving the Municipal Court, the Municipal Judge, and/or their representatives, the aggrieved employee(s), the office committee, and representatives from Local 42 within three (3) working days from the date of receipt of the written grievance. The City Manager or the Municipal Judge shall give a written answer within three (3) working days of the STEP B meeting. If satisfactory settlement is not reached, then

STEP C. The grievance may be submitted to the Civil Service Commission in accordance with the provision of Section 6.12 of the City Charter and the Personnel Rules and Regulations dated October, 1956, as amended to January 1, 1971, or to the City Council. The City Council may sit in the whole to hear the grievance or may designate a Grievance Committee of four (4) members to hear the grievance. If satisfactory settlement is not reached within ten (10) working days of the time the grievance is submitted at STEP C, then

STEP D. The grievance may be submitted to arbitration. An impartial arbitrator may be mutually agreed upon by the Union and the Employer within ten (10) working days. If the parties are unable to reach a mutual agreement on an impartial arbitrator then an arbitrator shall be selected under the voluntary rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall in no way change, amend, or modify any provision of the Agreement. The cost of arbitration shall be borne equally by both parties.

At any step, time limits in the above grievance procedure may be extended by mutual agreement.

Section 4. The Employer agrees that accredited representatives of the Office and Professional Employees International Union, Local 42, AFL-CIO, or International Representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct union business, provided he/she does not interfere with the procedures, work schedules, or employees of the City of Harper Woods.

Section 5. The Employer shall not suspend or discharge any employee, except those serving their probationary period, without just cause. In the event any employee is discharged, the Union shall have the right to take up the suspension and/or discharge as a grievance if deemed necessary.

ARTICLE VI - SENIORITY

Section 1. Employees shall acquire seniority after six (6) months and in accordance with the City of Harper Woods Civil Service Commission Personnel Rules dated October, 1956 and as amended to date.

Section 2. The Employer will furnish the Union with a seniority list once a year. Such list will show name, job classification and rate for each employee in the bargaining unit.

Section 3. Seniority shall be lost for the following reasons:

- (a) Employee quits.
- (b) Employee is discharged for just cause and the discharge is not reversed through the grievance procedure.
- (c) Employee is absent for five (5) consecutive working days without notifying the Employer except in cases of emergency.
- (d) Employee fails to report for work within five (5) working days after being recalled from layoff by written notice to the last recorded address.
- (e) Employee is laid off for a period longer than two (2) years.

ARTICLE VII - LAYOFFS & RECALLS

Section 1. In the event it is necessary to lay off employees because of lack of work or funds, such layoffs shall be on the basis of seniority as provided in Section 6.11 (b) of the City Charter and the City of Harper Woods Civil Service Commission Personnel Rules.

Section 2. Recalls shall be in reverse order of the layoff, i.e., the last employee to be laid off shall be the first person recalled.

Section 3. An employee about to be laid off shall receive two (2) weeks notice or the equivalent in wages except in case of emergency beyond the control of the City. Notice of layoff shall be given in writing to the employee and a copy shall be given to the Unit Chairman.

ARTICLE VIII - HOURS OF WORK

Section 1. The work week for the office clerical employees shall consist of thirty-five (35) hours for five (5) days, and the work day shall consist of seven (7) hours. The work week for the dispatchers shall consist of thirty-six (36) hours for six (6) days, six (6) hours a day with a paid one-half (1/2) hour break.

Section 2. Time and one-half shall be paid for all hours worked in excess of seven (7) hours in any one (1) day or in excess of thirty-five (35) hours in any one (1) week, whichever is greater, and for all work performed on Saturday for the Office Clerical Employees. Time and one-half shall be paid for all hours in excess of six (6) hours in any one (1) day or in excess of thirty six (36) hours in any one (1) week, whichever is greater, for the Dispatchers. However, the Employer may grant compensatory time off in lieu of the payment of the overtime pay. Compensatory time off shall be granted at the rate of time and one-half. A holiday shall be considered a day worked for the purpose of computing overtime.

Section 3. Double time shall be paid for all work performed on Sunday.

Section 4. Call-in pay shall be for no less than three and one-half (3 1/2) hours at the prevailing rate of pay for that day.

Section 5. The office clerical employees will be granted fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for relief periods.

Section 6. All overtime work shall be distributed among all employees equally wherever practicable within the department.

ARTICLE IX - HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays.

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	The Day after Thanksgiving
One-half day Good Friday	*Christmas Eve Day
Memorial Day	Christmas Day
Independance Day	*One-half Day New Year's Eve Day
Labor Day	

Whenever any of the holidays listed above, except those marked with an asterisk (*), shall fall on a Saturday, the preceding Friday shall be observed as the holiday. However, the dispatchers will still observe the holiday on the Saturday. Whenever any of the holidays listed above, except those marked with an asterisk (*), shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they do not perform any work. To be eligible for the holiday pay, the employees shall work the last scheduled work day prior to the holiday, and the first scheduled work day after the holiday unless excused by the Employer or absent for a reasonable purpose.

Any work performed on the above listed holidays shall be paid at the rate of double time plus holiday pay.

Section 2. Employees shall be granted three (3) personal business days per year, with prior arrangement with the Supervisor except in case of emergency.

ARTICLE X - VACATIONS

Section 1. Employees shall be granted vacations as follows:

One (1) year seniority but less than five (5) years seniority -
Two (2) weeks vacation with pay on anniversary date.

Five (5) years seniority but less than ten (10) years seniority -
Three (3) weeks vacation with pay on anniversary date.

On the employee's tenth (10th) anniversary, and each subsequent anniversary, the employee will be granted one (1) additional vacation day with pay up to a maximum of four (4) weeks.

Vacations shall be prorated for employees with less than one (1) year seniority.

Section 2. Any employee who quits, is laid off, or is discharged shall be granted any vacation pay due her/him on a prorated basis for time worked.

Section 3. Notice of layoff or discharge shall not be given during the vacation of an employee.

Section 4. Vacations shall be arranged on the basis of seniority and shall be mutually agreed to by the employees and the Employer. If a holiday occurs during the vacation period of any employee, such employee shall receive an additional day's vacation with pay.

Section 5. In case of an employee's death, payment of accrued vacation pay shall be made to the designated beneficiary of the employee.

ARTICLE XI - SICK LEAVE

Section 1. The employees shall earn sick leave with regular pay in accordance with the provisions of the City of Harper Woods Civil Service Commission Personnel Rules dated October, 1956, as amended to date, and Chapter 6 of the City Charter.

Section 2. The City agrees to pay for all unused sick leave over 100 days at the rate of 50% of sick leave earned in excess thereof on an annual basis.

Section 3. The employer agrees to pay fifty per-cent (50%) of unused sick leave accumulated by employees to the employees upon retirement. In the event of the death of an employee, the Employer agrees to pay fifty-per-cent (50%) of accumulated unused sick leave to employees beneficiary or estate.

The Employer agrees to pay twenty-five per-cent (25%) of accumulated unused sick leave to employees resigning with five (5) years seniority at the time of resignation. The employer agrees to pay fifty per-cent (50%) of accumulated unused sick leave to employees resigning with ten (10) years seniority at the time of resignation.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. An employee with six (6) months seniority or more shall be entitled to an illness leave up to one (1) year with accumulative seniority during such leave. Payment shall be subject to the provisions of Section 1, Article XI.

Section 2. An employee with six (6) months seniority or more shall be entitled to a maternity leave up to one (1) year with accumulative seniority during such leave. Payment shall be subject to the provisions of Section 1, Article XI.

Section 3. The Employer agrees to grant a written unpaid leave of absence up to three (3) months to an employee, providing adequate reason can be shown, with accumulated seniority.

Section 4. Leave shall be granted for jury duty and the Employer shall pay the difference between the employee's regular pay and the pay received for jury duty.

Section 5. In case of death or serious illness in his immediate family, a permanent employee may be granted a leave of absence with pay for a period not to exceed three (3) days. Such leave shall be in addition to the other types of leave to which a permanent employee's status entitles him/her. Immediate family is defined as spouse, child, brother, sister, parent, parent-in-law, brother-and/or sister-in-law, step-children, step-brother and/or step-sister, grandparents, or other residents living in the same household for a period of one (1) year or more immediately prior to the date of death or severe illness. In case of the death of an uncle, an aunt, or the grandparents of a spouse, employees may use their sick leave with pay to attend the funeral. The above provisions of this section are subject to approval by the appointing authority and confirmation by the Civil Service Commission.

Section 6. Leave of absence with accumulated seniority but without pay shall be granted to an employee in the event the employee is elected as a Representative of the Local Union, to act as a delegate to an AFL-CIO Convention, or in such other capacity or activity as may be designated by OPEIU Local 42, AFL-CIO.

Section 7. An employee granted a leave of absence shall be returned to work at the same classification and job and at the prevailing rate of pay. In the event the classification and job no longer exist, the employee will be placed on a job with a rate comparable to the former classification and job.

Section 8. Any leave of absence may be extended in accordance with the City of Harper Woods Civil Service Commission Personnel Rules.

Section 9. The Employer agrees to abide by the Selective Service Act and its judicial interpretations with respect to leaves of absence due to Military Service.

Section 10. Anyone hired as a replacement for an employee on leave of absence shall be given notification in writing to that effect and notice shall be furnished to the Union.

ARTICLE XIII - INSURANCE

Section 1. The employer agrees to pay the full premium for full-family coverage Blue Cross-Blue Shield Semi-Private Hospitalization-Medical Insurance with \$2.00 deductible prescription drug coverage for all employees.

Section 2. The Employer agrees to pay the premium on a \$7,000.00 Life Insurance Policy for all employees.

Section 3. The Employer agrees to pay the premium on a \$1,000.00 paid up life insurance policy for all retirees. The Employer agrees to pay the full premium for Blue Cross-Blue Shield for all retirees. This provision is to include present retirees.

ARTICLE XIV - GENERAL

Section 1. There shall be no discrimination under any circumstances because of race, creed, sex, political beliefs, union activity, marital status, age or national origin.

Section 2. The Employer shall maintain a high degree of sanitation, heating, lighting, safety conditions, and general working conditions.

Section 3. Any written statement or verbal agreement made between an employee and the Employer which may conflict with this Agreement shall be null and void.

Section 4. It is understood that no clause in this Agreement shall result in a lowering of the working conditions in effect December 31, 1972.

Section 5. Supervising officers or representatives of the Employer shall not engage in any work normally done by the employees which would cause an employee to be laid off or to lose regular earnings.

Section 6. No work, normally or customarily performed by the employees within job classifications covered by this collective bargaining Agreement, shall be subcontracted by the Employer to any outside shop or agency which would deprive employees of work or regular earnings.

Section 7. The Employer will furnish the Union with adequate bulletin boards for notices as follows: Recreational and social affairs of the Union, Union Meetings, Union Elections, Reports of the Union, Rulings or Policy of the International Union.

Section 8. The Employer agrees that all rates of pay, fringe benefits, hours and other conditions of employment in existence on December 31, 1972, shall continue in full force and effect except as otherwise provided herein.

Section 9. An employee assigned to perform work of a high classification shall receive the prevailing rate of pay for that classification if assigned for an entire shift.

Section 10. Before any major changes are implemented in working conditions, the Union will be notified and such changes will be discussed with the Union; however, any discussions had in accordance therewith will not be binding upon the City.

Section 11. Disciplinary action against employees must be initiated within thirty (30) calendar days of the occurrence of the alleged offense or of the Employer's knowledge of the occurrence. Employees must be notified of all disciplinary action initiated against them as soon as the employer is able to do so.

ARTICLE XV - RETIREMENT

Section 1. Each employee shall be eligible for the Retirement Plan as provided by the City of Harper Woods Charter. This retirement plan shall qualify as "vested pension rights" under the provisions of Act 106 of the Michigan Public Acts of 1965.

ARTICLE XVI - PROMOTIONS

Section 1. When there is an opening for promotion or vacancies occur, preference shall be given on the basis of office wide seniority in line with ability to perform the work and subject to the City of Harper Woods Civil Service Commission Personnel Rules. Such opening shall be posted, and all employees shall have the right to apply for the job. The employee promoted shall be given a trial period. An employee failing to pass probationary period for such promotion or vacancy shall be permitted to return to his/her former position. An employee who is temporarily transferred to replace an employee on leave of absence shall return to his/her former position when the person they were replacing returns to work.

Section 2. Should any member of the Unit, under the jurisdiction of this Agreement, be promoted to a position outside of the Unit, they shall cease to be members of the Unit or its equivalent. However, should the promotional position, appointive or classified, within the City be dissolved or the person removed for any reason other than mis-, mal-, or non-feasance, they shall retain all rights and shall be reappointed to the same classification held prior to promotion. The seniority of employees promoted to positions outside of the Unit shall be frozen and shall not accumulate during the period they are outside of the bargaining unit. Whenever an employee returns to the bargaining unit under the provisions of this section, they shall be credited with the amount of seniority they had at the time of such promotion.

ARTICLE XVII - LONGEVITY

Section 1. Longevity pay shall be granted in accordance with the length of service with the City as a permanent full-time employee (continuous service).

Section 2. Longevity shall be paid in accordance with the following schedule:

1 year through 4 years service	-0-
Beginning of 5th year through 9 years service	-1 1/2% of annual base pay
Beginning of 10th year through 14 yrs.service	-2 1/2% of annual base pay
Beginning of 15th year through 19 yrs.service	-3 1/2% of annual base pay
Beginning of 20th year through 24 yrs.service	-4 1/2% of annual base pay
Beginning of 25th year and over	-5 1/2% of annual base pay

the same as under the previous contract.

ARTICLE XVIII - CLASSIFICATIONS AND RATES

Section 1. The Employer, the Civil Service Commission and the Union agree to renegotiate classifications and duties for all employees. In the event agreement cannot be reached on new classifications, the following classifications shall remain: Clerk I, Clerk II, Administrative Clerk/Bookkeeper, Administrative Clerk/Stenographer, Dispatcher.

Section 2. Effective January 1, 1973 and retroactive to December 31, 1972, the following wage rates shall apply:

	<u>ESTIMATED ANNUAL SALARY</u>	<u>HOURLY RATE</u>
Clerk I	\$ 7,892.64	\$ 4.32 per hr.
Clerk II	8,440.74	4.62 per hr.
Dispatcher	8,432.22	4.49 per hr.
Administrative Clerk/ Bookkeeper	9,007.11	4.93 per hr.

Section 3. Future employees shall be hired at a rate ninety per cent (90%) of the final rate for the classification into which they were hired. After six (6) months such employees shall advance to a rate ninety-five per cent (95%) of the final rate. After six (6) more months employees shall advance to a rate ninety seven and one-half (97 1/2) per cent of the final rate. After six (6) more months employees shall advance to the final rate for their classifications.

Employees who have attained seniority status and who accept promotions shall start at a rate equal to ninety five per cent (95%) of the final rate for the classification into which they have been promoted. After six (6) months, such employees shall advance to a rate ninety seven and one-half percent (97 1/2%) of the final rate. After six (6) more months employees shall advance to the final rate for their classification.

Section 4. The employer agrees to continue payment of the cost of living allowance calculated quarterly on the basis of a forty (40) hour minimum per week, plus overtime hours, with a one cent (\$.01) per hour adjustment for each 4/10ths percent change in the 1957-1959 Consumer Price Index as under the previous contract.

Section 5. A five cents (\$.05) per hour shift premium shall be paid for all work performed on the afternoon shift, and a ten cents (\$.10) per hour shift premium shall be paid for all work performed on the midnight shift. The shift premium is to be included in computing overtime, holiday and vacation pay and other benefits based on rate of pay.

ARTICLE XIX - WAIVER

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement each voluntarily and unqualifiedly waive the

right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter 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.

ARTICLE XX - MANAGEMENT RIGHTS

The City of Harper Woods, its management and supervision, shall have the following rights, subject to the City of Harper Woods Civil Service Commission Personnel Rules:

- (a) The right to hire whoever it feels is qualified, fire or suspend anyone for just cause, without Union re-
crimination.
- (b) The right to layoff, based on seniority, due to short-
age of funds or reorganization.
- (c) The right to establish and promulgate procedures and
policies for the efficient and practical operation
of the City and all of its departments.
- (d) The right to establish and promulgate personnel rules,
disciplinary rules, and departmental rules for the
proper conduct of its employees, provided such rules
do not endanger the physical and moral well-being of
the employees.
- (e) The right to determine the number and type of employees
required to operate the departments of the City.
- (f) The right to operate all departments of the City in
accordance with the existing City Charter, State Laws
and Federal Constitution and Laws.

The foregoing enumeration of the Management's rights shall not deny any employee the right to follow the grievance procedure herein provided.

ARTICLE XXI - EFFECTIVE DATE AND DURATION

Section 1. The Collective Bargaining Agreement between the parties dated January 1, 1973 shall remain in full force and effect for a period of two (2) years from January 1, 1973 to 11:59 P.M., December 31, 1974, except as provided below.

Section 2. The agreement between the parties dated January 1, 1973 may be opened for economic issues on January 1, 1974 upon a notice by either party to the other in writing thirty (30) days prior to January 1, 1974.

Section 3. If either party desires to amend, modify or terminate the agreement between the parties dated January 1, 1973, it shall, sixty (60) days prior to termination of the Agreement, give written notice to the other party. If neither party shall give notice of amendment, modification or termination sixty (60) days prior to the termination date, this Agreement shall remain in full force and effect from year to year subject to written notice by either party sixty (60) days prior to an anniversary date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 1973.

FOR THE CITY OF HARPER WOODS,
a Michigan Municipal Corporation

FOR THE OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 42, AFL-CIO

MAYOR

UNION REPRESENTATIVE

CITY CLERK
