

6/30/92
Amended 6/30/94



COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF SOUTHFIELD

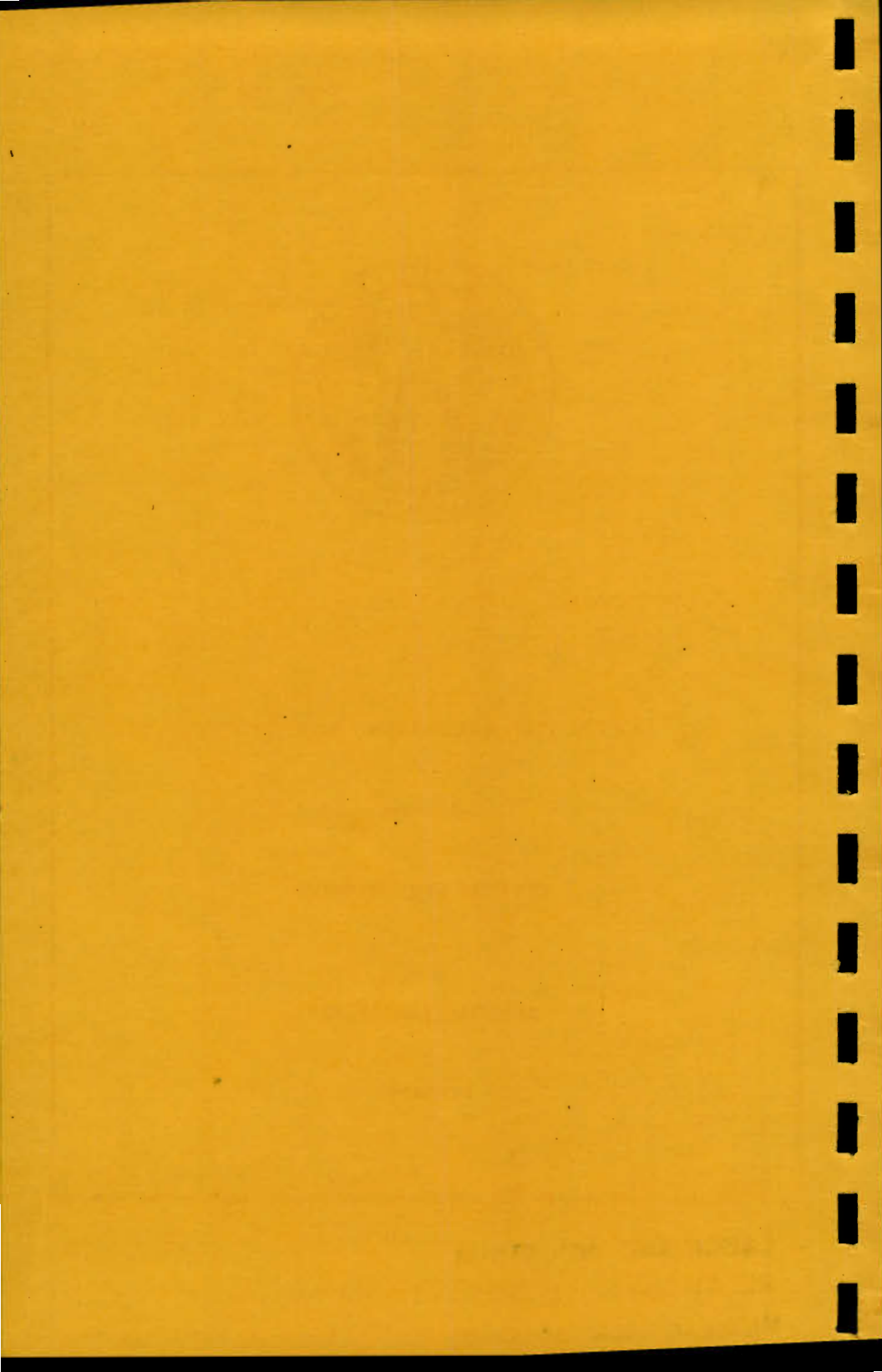
and

AFSCME, LOCAL 329

1990-1992

Southfield, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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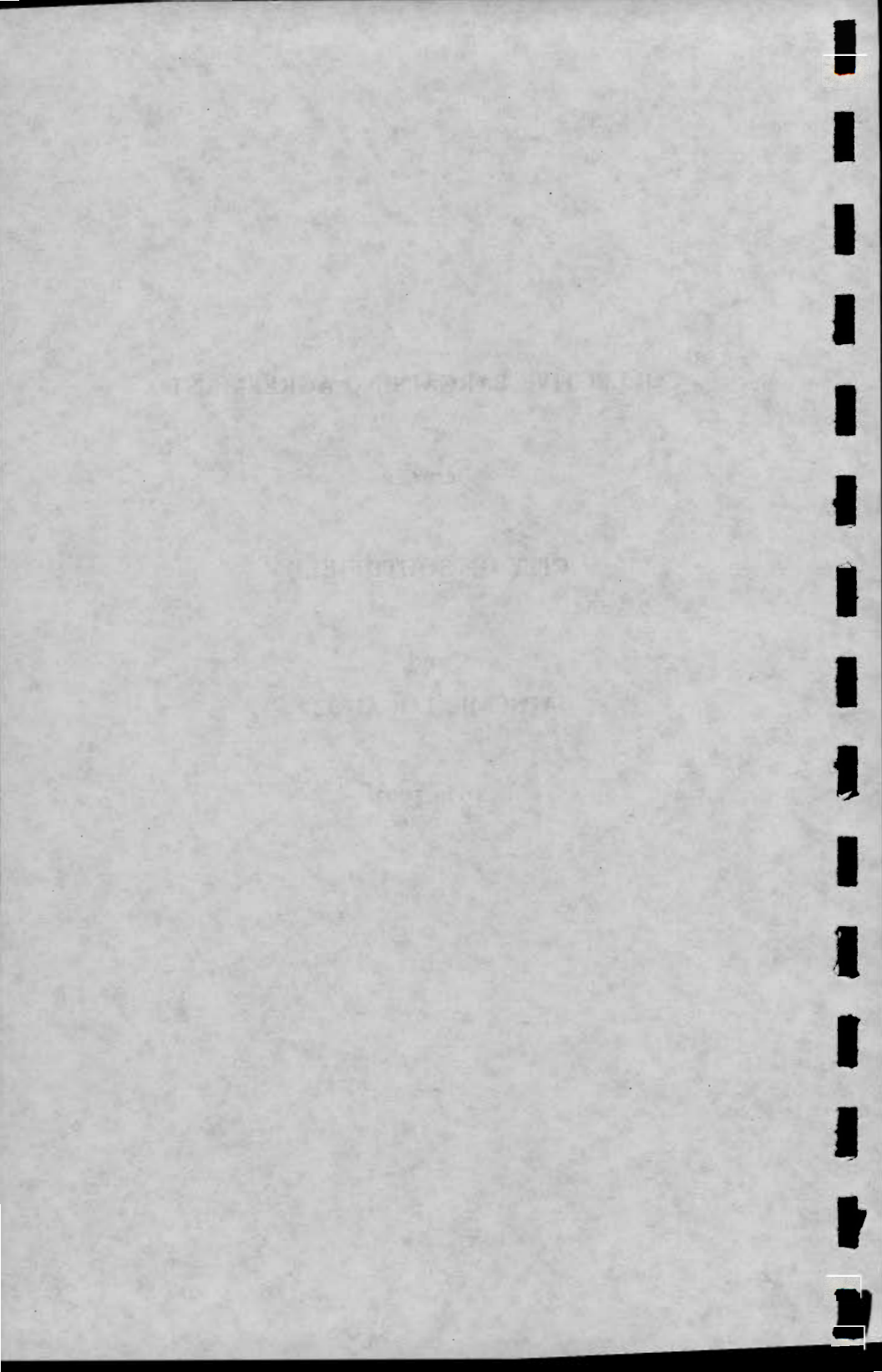


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AGREEMENT

This Agreement made and entered into this 25th of March, 1991, by and between the City of Southfield (hereinafter called the "Employer" or "City") and Local Union #329, affiliated with Council #25 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter called the "Union"). Whenever the term "Agreement" is used in this document it shall be synonymous with the term "Contract."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations of mutual interest to the Employer and the Union. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between representatives of the Employer and the Union.

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for the following classifications: Custodians, Staff Janitors, Highway Maintenance Workers, Equipment Mechanics, Mechanical Trades Technicians, Water Service Workers, Animal Wardens, Parks Maintenance Workers, Golf Maintenance Workers, Forestry Workers, Finishing Trades Technician, Civilian Fire Mechanic, and Motor Pool Stock Clerk of the City of Southfield as provided herein for the term of this Agreement.

During the term of this Agreement, the Employer agrees that it will not enter into negotiations with any other organization other than the Union herein recognized concerning rates of pay, hours and other conditions of employment of members of the Union.

ARTICLE II

UNION SECURITY

It shall be a continued condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the uniform dues or a collective bargaining service fee equivalent to the uniform dues for the cost of negotiating and administering this Agreement.

Any employee, excluding probationary employees, who has failed to either maintain membership or pay the required bargaining service fee shall not be retained by the Employer, provided, however, no employee shall be terminated under this Article unless:

1. The Union has notified the employee by letter addressed to his address last known to the Union, with a copy to the Employer, indicating that he is delinquent in payment, specifying the current amount of delinquency and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,
2. The Union shall furnish the City with written proof that the foregoing procedure has been followed and shall supply the City with a copy of the notice to the employee. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article and provide to the City, in affidavit form signed by the Union Treasurer, certification that the amount of delinquency does not exceed the uniform dues or collective bargaining service fee for the cost of administering and negotiating this Agreement.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken, by the City for purposes of complying with the provisions of this Article.

ARTICLE III

CHECK-OFF

Check-Off

The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so who is covered by this Agreement the amount specified under the authorization form.

Each employee utilizing the City deduction for pay for the remittance of sums to the Union shall provide the City with an authorization in the form as follows:

Authorization for Payroll Deduction

By _____
(Last Name) (First Name) (Middle Name)

To _____ I hereby request and authorize you to deduct from my earnings each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the President of the Union. This authorization shall be irrevocable during the term of this Agreement.

Changes in the regular amount of monthly dues or service bargaining fee may be made no more than once in a twelve (12) month period. Such change shall require signed, written authorization from the President and Secretary/Treasurer of the Union.

Union dues will be deducted by the City each pay period during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the President of Union Local #329.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken, by the City for purposes of complying with the provisions of this Article.

ARTICLE IV
NO STRIKE OR LOCKOUT

- (a) The Union and the employees recognize that strikes (as defined by Section I of P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The Employer and employees subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential governmental services. Accordingly the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slow-down, in any department or any unlawful inter-activity interfering with the operation of government.
- (b) In the event of a work stoppage, or other curtailment of, or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the Union has made an earnest effort as set forth in Section (c) below.

- (c) In the event of a work stoppage, or other curtailment the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.
- (d) No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE V

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- (a) It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal function and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are, all rights involving public policy, the right to decide the number and location of plants, stations, etc.; work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedule of work together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase service of others, contract or otherwise. If the City deems it necessary to contract for work presently performed by employees within the bargaining unit which results in a permanent loss of work for such employees it is

agreed that the matter will be discussed between the Union and the City and that an effort will be made by the City to place such employees in accordance with the seniority and layoff sections contained herein. Further, that the City will extend every reasonable consideration to the placement of said seniority employees who are qualified into other positions with the City in accordance with its rules and regulations.

- (b) It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules where applicable, grievance procedure, and other express provisions of this Agreement.

ARTICLE VI

SETTLEMENT OF DISPUTES

Section 1 Definition

A grievance is a dispute between the City and the Union pertaining to the interpretation, meaning, construction, or application of the provisions of this Agreement.

Section 2 General Provisions

- (a) Not more than one grievance may be submitted to the same arbitrator at the same time unless mutually agreed upon between the parties. A class grievance (not

excluded herein) is a grievance involving more than one member where the facts involved are identical to all those affected.

- (b) The City will supply a written response at each STEP when provided herein; provided, however, in the event the City fails to respond within the time limits as provided in any STEP, the steward must nevertheless then process the grievance to the next higher STEP within the prescribed time limits. Proceeding by the Union to the next higher step is not to be construed as a waiver by the Union to a written statement where applicable.
- (c) Any grievance not submitted in writing within fifteen calendar days of its occurrence shall be automatically closed and forever held for naught.
- (d) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step within the time and as prescribed, shall be considered closed.

Section 3 Grievance Procedure

STEP 1: (Verbal) Any employee having a grievance shall first take up the matter with his immediate supervisor. The grievant may, at his request, have a Union Steward present. The supervisor shall render a decision within three (3) working days of the meeting.

STEP 2: (Written) If the grievance is not resolved at STEP 1 above, the grievant shall have five (5) working days from the date the response was due to submit the

grievance in writing to the Department Director or his designate. The written grievance shall be submitted by the Steward or Grievance Committee and shall contain at least the following information:

- (a) Section(s) of the Agreement allegedly violated.
- (b) Name(s), times(s), date(s) and location(s) of alleged violation.
- (c) Action(s) that constituted alleged violation and parties involved.
- (d) Remedy sought to correct alleged violation.

The written grievance shall be discussed between the Steward or the Grievance Committee and the Department Director or designate. The written grievance shall be discussed between the Steward or Grievance Committee and, for employees in the Department of Parks and Recreation, the Deputy Director or designate, for employees in the Department of Public Works, the Superintendent or designate. The Department Director or designate shall have five (5) working days from the date of submission at STEP 2 in which to render a written decision.

STEP 3: If the grievance is not resolved at STEP 2 above, the President of the Local Union or his designate shall have five (5) working days from the date the response was due to submit the grievance in writing to the Director of the respective Department or designate. The Director or designate shall have five (5) working days from the date of submission at STEP 3 to render a written decision.

STEP 4: (Written) If the grievance is not resolved at STEP 3 above, the President of the Local Union or his designate shall have five (5) working days from the date the response was due to submit the grievance in writing to the City Administrator or his

designate, who shall arrange a meeting at a mutually agreeable time within ten calendar days to discuss the grievance. The City Administrator or his designate shall have five (5) working days from the date of the meeting at STEP 4 to render a written decision.

STEP 5: If the grievance is not resolved at STEP 4 above, the Union shall have thirty (30) days from the date the response was due from STEP 4 to file with the American Arbitration Association.

- (a) In the event the parties have not selected an arbitrator within ten (10) days of the date of filing of arbitration proceedings, or within such period of time as may be mutually agreed upon in writing, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association unless another arbitrator or procedure shall be mutually agreed upon.
- (b) The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall not have the power to add to, subtract from or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which shall require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties and the cost of the arbitrator shall be borne equally by the parties to this Agreement.
- (c) The President of the Local Union shall be paid for time lost during working hours in attending grievance meetings with City representatives. He will be

permitted to leave his job upon request and after receiving approval by his supervisor. He shall report to his supervisor upon completion of his investigation and if he goes into the area of another supervisor, he must first notify such supervisor of his presence. The right to receive pay for time lost shall not be abused. The City will furnish cards for the maintenance of records of the time spent hereunder. Any employee having a grievance shall first gain permission from his supervisor before leaving his job to contact his Steward.

- (d) The City shall not be required to compensate witnesses for time spent attending arbitration hearings.

Section 4 Grievance Committee

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The Employer shall meet as required at a mutually convenient time, with the Union Grievance Committee.

All Grievance Committee meetings shall be held during working hours on the Employer's premises, and without loss of pay.

The purpose of the Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding further grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

The formula for determining the number of Union stewards is intended to provide minimum Union representation; it shall not be construed to limit the Union's right to select the number of stewards required to represent properly the employees in the bargaining unit.

Section 5 Processing Grievances During Working Hours

The Local Union President or his designate and the proper steward may investigate and process grievances during working hours without loss of pay. Such privilege shall not be abused.

ARTICLE VII

DISCIPLINE, SUSPENSION AND DISCHARGE

Section 1 Discipline

Disciplinary action or measures shall include only the following, although not necessarily in order:

Oral Reprimand

Written Reprimand

Probation

Suspension (notice to be given in writing)

Discharge

Disciplinary action may be imposed upon an employee for failure to fulfill his responsibilities as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

No disciplinary action shall be predicated upon any disciplinary action which occurred more than two (2) years prior to the disciplinary action at issue.

The employee shall be allowed a Union Steward or Officer, upon request, at any such act of discipline.

Section 2 Discharge

The Employer shall not discharge or suspend any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the President of the Local Union will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

Any employee found to be unjustly suspended or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE VIII

SENIORITY

Section 1 Seniority Lists

- (a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies as required.
- (d) Super Seniority--Notwithstanding their date of hire, stewards and officers of the Union, by virtue of their office and in the event of a lack of work or layoff, shall be placed at the top of the seniority list. They shall be retained on the job provided they are able to perform all elements of the available job in a reasonable manner. The Union will supply the Employer with an up-to-date list, in writing, of all stewards and officers of the Union and shall assume all responsibility for the maintenance of that list. Said "Super Seniority" shall be applicable only in the event of a layoff or other reduction of the working force.

Section 2 Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- (a) Quits or retires.

- (b) If discharged for just cause.
- (c) If he is absent for three (3) consecutive work days without notifying the City, unless lack of notice is a result of physical impossibility.
- (d) If he is absent for three (3) consecutive work days without justifiable reason.
- (e) Gives a false reason to obtain a leave, or if he fails to return to work upon termination of any leave of absence without a bona fide excuse, acceptable to the City.
- (f) If he is laid off for period equal to his seniority at the time of layoff.
- (g) Separation upon settlement covering total disability.
- (h) Suspensions of thirty days or more shall be deducted from seniority.
- (i) Leaves the bargaining unit except as set forth in Section 3 below.

Section 3 Promotion or Transfer from the Bargaining Unit

An employee promoted or transferred from a job classification in the bargaining unit to a supervisor position shall retain but not accumulate bargaining unit seniority during the employee's probationary period in the supervisory position and, if applicable, during the period of preferred reemployment described below. Bargaining unit seniority shall terminate upon completion of the employee's probationary period or upon separation from employment which is not reversed or, if applicable, upon expiration of the period of preferred reemployment. During the probationary period in the supervisor position, if the employee fails to qualify in the supervisory position or does not desire to continue in the supervisory position, the employee will be employed in a position of compensation equivalent to the employee's former bargaining unit position for a maximum period of six months. During this six month period, the employee will have preference for any bargaining unit vacancy for which the employee is qualified and for which the wage rate

is not greater than the wage rate for the bargaining unit position which the employee left to take the supervisory position.

Section 4 Shift Preference

Shift preference will be granted on the basis of seniority within the classification. The transfer to the desired shift will be affected within two (2) weeks following the end of the current pay period within which the written request was made. The option may be exercised once each year.

Section 5 Probation

Probationary employees as defined herein shall not be eligible for membership in the Union nor for representation by the Union during the term of their probationary period. The purpose of this probationary period is to provide an accurate working test period to Properly evaluate the performance of an employee prior to confirmation as a regular employee. The probationary period shall be six (6) months from the date of hire. The Employer may, upon mutual agreement with the President of Local #329, extend the probationary period up to an additional four (4) months if conditions warrant.

ARTICLE IX

PROMOTIONS AND TRANSFERS

Section 1 Promotions

In the promotion of employees covered by this Agreement to higher classifications within the bargaining unit, seniority shall govern only whenever qualification and abilities of the employees are considered as being equal. The Employer only shall determine the ability and qualification of all employees. If management proposes to by-pass any

employee with greater seniority, the management will advise the President of the Local Union in writing of the reasons for said by-pass at least ten (10) days before the by-pass is made effective. Any such employee who feels aggrieved will be granted a prompt review by management. If not satisfactorily resolved, the employee may process his claim through the grievance procedure. Such grievance must be filed within three (3) days after the employee has been made aware of the results of the review.

Whenever qualified applicants are not available from within the City Departments, the City reserves the right to hire from the outside.

Section 2 Transfers

When an employee desires a transfer within his pay grade or to a lower pay grade in another division or department, he shall submit his request in writing when a vacancy is posted. The employee requesting said transfer will be evaluated by the respective department heads. If the employee meets the requirements for the job classification and both department heads approve such transfer, the employee shall be awarded the job classification on a trial basis. If the position he is requesting is posted as a lower grade, the receiving department head may, at his discretion, retain the employee at his current pay rate.

- (a) Employees who transfer shall not be entitled to transfer to any other job classification for a period of twelve (12) months thereafter. (Such employees shall retain their right to bid for promotion.)
- (b) Employees shall not use the transfer procedure to secure a shift preference.

Section 3 Posting of Vacancies

The City agrees to post vacancies in existing job classifications and new job classifications City-wide for a period of five (5) working days. If in the opinion of the City a vacancy is deemed to exist, proper notice shall be posted as soon as possible.

Section 4 Conditions Applying to Positions Awarded Through Promotion or Transfer.

- (a) Employees may be required to remain in their old job classification until properly replaced.

- (b) Employees awarded a job classification bid shall have a maximum of three (3) months to qualify for such job classification. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious to the City. Employees who fail to qualify shall be returned to their former job classifications without loss of seniority. The employee shall be given a written explanation of the reason for disqualification.

Section 5 Temporary Transfers

In the event there is a temporary job classification or job classification opening due to illness, lack of manpower, leaves or emergencies, the City may fill such job classification by transferring another employee or employees to such temporary vacancies not to exceed thirty (30) days unless a longer time is agreed to by the City and Union. Seniority of employees affected will not be changed.

If and when an employee is transferred, the President of the Local shall be notified of said transfer by the administration.

Section 6 Special Conditions

The conditions of this section refer to specifically named positions and shall be controlling over the general conditions stated in Sections 1 - 5 above.

- (a) Grade III positions vacancies shall be filled by first considering qualified Grade II employees within that division. If a qualified Grade II employee is available within the division, then Management may promote that employee without posting the opportunity. If there is more than one qualified Grade II employee within the division, the position shall be filled in accordance with Section 1 above without posting the opportunity. If, however, qualified candidates are not available within the division, then management will post the job classification for bidding by qualified bargaining unit members, before the job classification is posted to the outside. Specifically, the following seven (7) separate divisions are recognized: Water and Sewer, Highway, Garage, Facilities Maintenance, Parks, Golf, and Forestry. This clause shall not be construed to require management to fill the position with a Grade II from the division when, in management's opinion, more qualified candidates are available elsewhere in the bargaining unit.
- (b) Golf employees are not eligible to participate in the annual Parks division bidding process; however, Parks employees who have met the qualifications of Golf Maintenance Worker may request to bid into the Golf Division during this annual bid process.

- (c) Employees classified as Maintenance Worker, Forestry Worker, Golf Maintenance Worker, Equipment Mechanic, and Mechanical Trades Technician are eligible to be reclassified as Grade I, and employees classified as Grade I are eligible to be reclassified as Grade II when they satisfy the respective conditions for such reclassification. Such reclassification does not create a vacancy.

ARTICLE X

LAYOFF AND RECALL

Should the City determine to layoff an employee from a job classification, the employee in the job classification with the least amount of City-wide seniority, including probationary employees, shall be laid off first. This employee shall have the right to bump into a job classification of equivalent or lower compensation level, provided: (1) the bumping employee has more City-wide seniority than the bumped employee, (2) the bumping employee is presently capable of performing the bumped employee's job, and (3) the bumped employee is not a mechanic. Employees shall be recalled in the inverse order of their layoff.

ARTICLE XI

HOURS OF WORK

Section 1 Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

Section 2 Work Week

- (a) The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except as provided in paragraph (b) below and except for employees in continuous operations.
- (b) Other schedules of work weeks are also necessary outside of the normal work week defined in Section 2 (a) above, and it is therefore agreed that the City shall not be limited by the foregoing language in Section 2 (a) above for those employees working in the following departments and/or classifications, and such employees may have their starting days and times changed:
1. Custodians, Staff Janitors
 2. Animal Wardens
 3. Parks and Recreation Employees
 4. Mechanics

The work week may be changed only twice in one year (once in and once back).

- (c) In the event the City requests a change in the work week, as defined in Section 2 (a) above, except for Custodians, Staff Janitors, Animal Wardens, Parks and Recreation employees and Mechanics, the City and the Union shall negotiate the matter prior to implementation, and if same is unresolved, the issue of the work week shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Either the City or the Union may commence arbitration proceedings.

Section 3 Work Day

Eight (8) consecutive hours of work within the 24-hour period beginning at midnight shall constitute the regular work day.

Section 4 Work Shift

- (a) Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time except as provided below:
- (b) Work shifts may be established on a swing basis for those employees working in the following departments and/or classifications, and such employees may have their starting times and quitting times adjusted on a staggered basis:
1. Custodians, Staff Janitors.
 2. Animal Wardens
 3. Parks and Recreation Employees
 4. Mechanics
- (c) In the event the City requests a change in the shift, as defined in Section 4 (a) above, except for Custodians, Staff Janitors Animal Wardens, Parks and Recreation employees and Mechanics, the City shall negotiate the matter prior to implementation and if same is unresolved, the issue of the work shift shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Either the City or the Union may commence arbitration proceedings.

Section 5 Reporting Time

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report, or other duties assigned.

Section 6 Rest Periods

All employees' work schedules shall provide for either a 15-minute rest period during each one-half shift, or 20 minutes during the morning shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest period(s) that occur during the shift.

There shall be no abuse of these period(s).

Section 7 Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

There shall be no abuse of these period(s).

ARTICLE XII

PART-TIME STAFF JANITORS

SECTION 1. Part-time staff janitor positions, if utilized by the City, will be included in the bargaining unit. Employees hired as part timers will be scheduled no more than 20 hours per work week and shall be entitled to one-half (1/2) benefits.

SECTION 2. The following articles or sections shall not apply to part-time employees: Article XI, HOURS OF WORK; Article XIII, OVERTIME; Article XXIII, Section 4, Premium Pay. The hours and other conditions of employment for part-time employees shall be as defined in this article.

SECTION 3. There shall be separate seniority lists for full-time and part-time employees. A part time employee who accepts full-time work within the bargaining unit shall be credited with 50% of the employee's part-time seniority on the full-time seniority list. A full-time employee who accepts part-time work within the bargaining unit shall retain his or her date of hire as a full-time employee on the part-time seniority list. Employees on one seniority list shall not exercise seniority over employees on the other list for any purpose.

SECTION 4. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period for employees working eight hours per day.

SECTION 5. REPORTING TIME. Any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least one half of the hours of scheduled work on the job for which he was scheduled to report, or other duties assigned.

SECTION 6. REST PERIODS. All employees' work schedules shall provide for either a 15-minute rest period during each four-hour work period or 20 minutes during the first four hours for employees working eight hours.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest period(s) that occur during the shift. There shall be no abuse of these period(s).

SECTION 7. OVERTIME. Time-and-one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a) All work performed in excess of eight hours in any work day.
- b) All work performed in excess of forty hours in any work week.

SECTION 8. CALL TIME. Any employee called to work outside of the employee's regularly scheduled shift shall be paid for a minimum of two hours. The two hour minimum shall not apply to call back occurring within two hours of start of regular shift.

SECTION 9. ADDITIONAL TIME DISTRIBUTION. The City will attempt to equalize the opportunity to work additional time among employees who have previously registered with the department head the desire to work additional time.

SECTION 10. In the event of a layoff in the classification of custodian, all staff janitors must first be laid off.

SECTION 11. If a permanent part-time employee works in excess of 1800 hours in a year, such position shall be changed to permanent full-time.

ARTICLE XIII

OVERTIME

Section 1 Rate of Pay

Time-and-one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 2 Daily

All work performed in excess of eight (8) hours in any work day.

Section 3 Weekly

All work performed in excess of forty (40) hours in any work week.

Section 4 Before or After Regular Hours

All work performed before or after any scheduled work shift.

Section 5 Saturday

All work performed on Saturday shall be time-and-a-half the employee's regular hourly rate of pay. When a 6th and/or 7th work day schedule is established see Appendix B, 1 of this Agreement for governing language.

Section 6 Sunday

All work performed on Sunday shall be double time the employee's regular hourly rate of pay. When a 6th and/or 7th work day schedule is established see Appendix B, 1 of this Agreement for governing language.

Section 7 Call Time

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time-and-a-half. The two (2) hour minimum shall not apply to call back occurring within two (2) hours of start of regular shift.

Section 8 Overtime Distribution

Overtime work shall be distributed as equally as possible to employees working within the same job classification.

A seniority employee entering a job classification shall be charged with the average amount of overtime hours both worked and charged to the employees in that job classification.

On each occasion, the opportunity to work overtime shall be offered to the full-time employee within the job classification who has the least number of overtime hours to his credit according to the posted list at that time.

If this employee does not accept the assignment or the Employer is unable to contact said employee, he shall be charged with the overtime and the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The Procedure shall be followed until the required employees have been selected for the overtime work.

An accurate record of overtime shall be maintained in all departments showing the numbers of hours worked, hours called, hours refused and hours worked on continuation for each department employee. The record shall be updated daily and reflect an accurate total of all hours each week. This overtime record shall be posted on the respective department bulletin board every week but may be done more frequently at the discretion of the Department. The overtime list shall be available for employee review on a daily basis.

Employees currently on vacation or authorized sick leave are exempt from eligibility list rotation while on vacation or authorized sick leave.

Distribution of overtime may be affected by the preceding as indicated, by the ability of the employee to operate the necessary equipment, or by an emergency situation beyond the control of the Employer.

The above shall not apply to the continuation of shift. It is understood and agreed that an employee working on a job at the end of a shift upon which job overtime is required shall be given the first opportunity to work such overtime notwithstanding any provisions of this Agreement to the contrary.

The City in assigning overtime shall ask down the overtime list by each classification necessary to perform overtime work and shall require overtime up the seniority list, least senior employee first in the classification necessary, until a full complement of employees is secured. Where an employee agrees to report to overtime and then fails to report, or is required to work when utilizing the seniority list in inverse order, such absence shall be

unexcused and subject to discipline unless the employee was unable to work for reasons acceptable to the Employer.

If employees are called out of order, the injured employee shall notify his supervisor, and the injured employee shall be called first for the next overtime opportunity.

Section 9 Equalization

In the event workers in the proper classification are not available for overtime or more workers are needed to handle the overtime situation than are available in the proper classification, such overtime work shall be offered to employees of other classifications within the department, which for purposes of this section shall mean parks and recreation, water and sewer, highway, sign shop, garage and facilities maintenance. Overtime shall be offered or required with the equalization provisions of Section 8 above.

Section 10 Temporary and Seasonal Employees

Temporary and seasonal employees shall not be utilized on an overtime basis to perform work also done by bargaining unit employees except on a shift-continuation basis or when the City is unable to complete a full complement of bargaining unit employees to perform the needed services.

Section 11 Probationary Employees

Probationary employees shall be entitled to work overtime as provided in Section 8, Paragraph 6 of this article, and may be offered overtime before overtime hours are assigned to regular employees, but not until asking down the entire overtime list has failed to secure a full complement of employees necessary to complete the required assignment.

The only exception to this provision shall be in the event that the technical expertise required to perform the necessary task is found only in the ranks of the probationer.

The names of probationary employees will not otherwise appear on the posted overtime list.

ARTICLE XIV

SICK LEAVE

Section 1 Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay.

Employees shall be eligible for sick leave after successful completion of the probationary period.

Employees shall be allowed 1 day sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for 80 or more hours of work.

The City reserves the right to request the examination of an employee at the expense of the City in order to determine the validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the request for sick leave is (was) not justified, the information may be grounds for disciplinary action.

Section 2 Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the active service of the Employer.

Section 3 Unused

Employees shall be compensated for accumulated unused sick leave in the following manner:

- (a) One-half (1/2) of all accumulated unused sick leave paid upon death or retirement. The amount of payment for all unused sick leave shall be calculated at the employee's average rate of pay over his last ten (10) years of employment with the City.
- (b) Employee with more than five (5) years continuous service and more than four hundred (400) hours accumulated sick leave and who takes no more than two (2) days of sick leave in any year shall receive full pay for the two (2) days at normal rate of pay.
- (c) Employee with less than five (5) years continuous service or less than four hundred (400) hours accumulated sick leave and who takes no more than two (2) days sick leave in any year shall have two (2) days returned to his sick leave bank.

In all cases cut-off date for computation of years of service shall be established as the anniversary date of current hire with payment to be made in the normal longevity paycheck the December immediately following. Payment of Item (a) above will be made

as soon as possible after retirement or death and not subject to the December payment program.

Section 4 Reserve Sick Bank

A reserve sick leave bank is established with accumulation at the rate of one-half (1/2) day per month with a maximum accumulation of sixty (60) days. Use of days in reserve sick leave bank shall be for continuous illness only, and only after expiration of regular sick leave and after twenty-one (21) days of continuous illness. Reserve sick leave bank accumulation is not subject to pay provisions upon death or retirement.

Section 5 Long-Term Disability

- a. Long-term disability applies to disability which is not covered by Worker's Compensation. All long-term disability is subject to a thirty continuous calendar day waiting period. During the waiting period, sick leave will be charged at normal base rate. After twenty-one continuous calendar days of continuous disability, and after regular sick leave has been exhausted, reserve sick leave shall be used. Any portion of the waiting period for which the employee does not have sick leave or reserve sick leave shall be without pay.

- b. After the expiration of the waiting period, an employee who qualifies shall be placed on long-term disability for a maximum of twenty weeks. The waiting period shall be considered part of the twenty-week period. To qualify for long-term disability benefits an employee must be under the care of a medical doctor licensed to practice medicine. The Employer may require examination and confirmation of disability by a physician selected by the City.

- c. Recurring periods of disability which arise from the same or related causes and which are separated by less than six months of work shall be considered as one period of disability. These recurring periods shall be added together for the maximum benefit of twenty weeks.

- d. After the expiration of the waiting period, the employees sick bank and reserve sick bank shall be reimbursed for fifty percent of the sick time used during the waiting period. Thereafter sick leave and the reserve sick leave are charged at the rate of fifty percent until exhausted and the City shall pay fifty percent of the employee's regular base pay until sick leave and reserve sick leave are exhausted. After sick leave and reserve sick leave have been exhausted, the employee shall be paid eighty percent of regular base pay for the balance of the period of disability.

- e. An employee shall continue to accrue sick leave during the period of long-term disability until the employee's bank is exhausted. An employee shall continue to accrue reserve sick leave during the period of long-term disability until the employee's bank is exhausted.

Section 6 Family Sick Leave and Bereavement Leave

Employees shall be granted use of regular sick leave for other than personal illness as follows:

- (a) Illness in immediate family. Employee may be granted sick leave if someone in the immediate family is sick and said person requires the attention of the employee. Family sick leave shall be limited to a maximum of one (1) day unless extension is approved by the department head.

- (b) Bereavement. Employee shall be granted leave in the event of death of someone in the immediate family not chargeable to any other leave. Such leave will be limited to a maximum of three (3) days. Immediate family shall be defined as spouse, child, brother, sister, parent or parent-in-law, grandparent or grandparent-in-law, grandchild, brother-in-law, and sister-in-law. A maximum of five (5) days will be granted provided said funeral is more than 500 miles from the City.

Section 7 Worker's Compensation Act

- (a) A duty disability leave shall mean a leave required as a result of the employee incurring an illness or injury while in the employment of the City covered by Michigan Worker's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, whenever possible, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid in writing.
- (c) Employees on duty disability shall accrue sick leave.
- (d) Seniority or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
 - 1. First seven (7) calendar days, City will pay the employee his regular pay for the working days falling within the first week of disability. Employee's sick

leave will not be charged for this time; time shall be charged to duty disability leave which is limited to the working days in the first seven (7) calendar days only.

2. After seven (7) calendar days, payment shall be governed by the regulations of Worker's Compensation Act. In such cases, the following shall apply:
 - (i) If the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Worker's Compensation check and his normal bi-weekly payroll check to the extent of his accrued sick leave only.
 - (ii) After fourteen (14) days continuous absence, Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate for the first week's absence previously paid by the City. Employee shall immediately reimburse the City upon receipt of such payment.
 - (iii) The Employer, through a combination of Worker's Compensation payments and City payments, will guarantee a minimum of eighty-five percent (85%) of the basic forty (40) hour weekly wage (or portion thereof). Said guarantee of payment to eighty-five percent (85%) shall be limited to a maximum of sixteen (16) weeks for each such disability.

- (iv) During the first sixteen (16) weeks of disability wherein the provisions of (iii) above apply, accumulated sick leave or vacation leave will be charged at the rate of the balance (15%) for full pay. At the end of the sixteen (16) weeks, sick leave or vacation leave will be charged on a daily basis proportionately between full pay and Worker's Compensation payments to provide full pay until all such benefits have been exhausted.

Section 8 Maternity Leave: Maternity leave shall be granted under the same conditions as leave for illness.

ARTICLE XV

LEAVES OF ABSENCE

A - UNPAID

Section 1 Eligibility Requirements

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer.

Section 2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

A request for a short leave of absence--a leave not exceeding one month--shall be answered within five (5) days. A request for a leave of absence exceeding one month shall be answered within ten (10) days.

Leaves of absence for a limited period--not to exceed 190 days--may be granted for any reasonable purpose. All requests for leaves shall be in writing. Extensions may be granted in writing where proper justification is shown.

Unpaid leaves of absence exceeding 30 days, except sick leave, union leave, and except as specified by law, shall be deducted from seniority. However, no leave of absence shall be permitted for the employee to seek other employment with another employer.

A. Reasonable Purpose

Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

B. Union business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union, not to exceed a total of four (4) years.

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed thirty (30) days.

C. Veterans Law

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

Employees who are reinstated in accordance with the above legislation and who seek and qualify for additional education and/or training under provisions of the Universal Military Training Act shall be accorded shift preference where possible and if necessary to meet academic schedules. Said qualified employee may, with approval of the City, request an educational leave of absence one (1) year after reinstatement as provided herein for a period not to exceed two (2) years.

D. Military Leave

Regular, full-time employees who belong to the National Guard, Officer Reserve Corps, or a similar military organization, will be allowed the normal fifteen (15) days leave of absence when ordered to active duty for training. Employee shall be compensated the difference between his military pay and his regular wages for the required period of mandatory training to comply with minimum selective service law.

B - PAID

Section 1 Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

Section 2 Personal Business Days

Employees shall be granted, upon thirty-six (36) hour notice to their foreman, two (2) personal leave days per year not chargeable to any other leave. Priority for use of personal leave days will be based on seniority. Number of personnel granted said personal leave days at one time will be determined upon ability to perform services.

ARTICLE XVI

VACATIONS

Regular full-time employees of the City shall receive vacation leave as described below. Eligibility for vacation leave shall be computed on the basis of completion of the required number of years service (continuous) with the City on the anniversary (hire) date. During their probationary period, employees shall earn vacation credits, but they may not use them until they have completed their probationary period.

1 through 5 years of continuous service	-	2 weeks
5 through 10 years of continuous service	-	3 weeks
10 through 15 years of continuous service	-	4 weeks
Over 15 years of continuous service	-	5 weeks

Rate Credits are Earned (Per month):

1 to 5 years	-	6.67
5 to 10 years	-	10.00
10 to 15 years	-	13.37
15+ years	-	16.70

On the fifth, tenth, and fifteenth anniversary date of hire, employees shall on a one time basis be credited with an additional week of vacation.

Vacations shall as far as possible be granted at times most desired by the employee, but final right to schedule vacations is exclusively reserved to the City in order to maintain proper operations of the City.

Maximum accumulation of vacation time shall be twice the annual amount earned. Vacation time in excess of twice the annual accumulation shall be forfeited.

ARTICLE XVII

HOLIDAYS

Section 1 Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Presidents' Day	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's
Labor Day	Employee's Birthday
Columbus Day	Good Friday
Veterans Day	

Employees shall request the day they wish to take as their Birthday holiday according to the procedures for requesting a personal business day. The day requested must be within 30 days of their actual birthday.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2 Eligibility Requirements

- (a) The employee would have been scheduled to work on such day had it not been observed as a holiday unless the employee is on a scheduled day off, vacation, or sick leave. An employee on layoff shall not receive holiday pay.

- (b) The employee worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday unless excused by the Employer or absent due to illness. Proof of illness may be required for the second such occurrence and thereafter. If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

Section 3 Holiday Work

If an employee works on any of the holidays listed above, he shall be paid the following premium rates in addition to his holiday pay for all hours worked:

Double time for all hours worked.

Section 4 Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ARTICLE XVIII

UNIFORMS AND PROTECTIVE CLOTHING

Employees are required to wear proper uniforms while on duty; exception may be granted by the respective department head depending upon the nature of the specific work assignment.

Each employee shall receive a uniform allowance of up to \$300 per fiscal year. This allowance will be paid in two equal lump sums of \$150.00, one during the month of July and the other during the month of January. Eligibility for payment requires the payee to be on the payroll the first day of the month during which payment is made. The allowance shall be spent on items approved by the City such as work pants, work shirts, work shoes, work gloves and work jackets.

All uniforms severely damaged or destroyed in the line of duty shall be replaced by the City. Effective July 1, 1991, each employee shall receive a uniform allowance of up to \$330.00 per fiscal year. This allowance will be paid in two equal lump sums of \$165.00.

If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the City.

Employees within the classification of Animal Warden and Animal Warden Senior shall be entitled to up to one hundred dollars (\$100.00) per year reimbursement for cleaning uniforms.

Uniforms and protective clothing are not to be worn while the employee is not on duty.

ARTICLE XIX
HOSPITALIZATION AND MEDICAL INSURANCE

Section 1 Hospitalization Insurance

The City shall provide hospitalization insurance for the employee and his dependents which shall consist of benefits as rendered under the basic program offered through Michigan Blue Cross and Blue Shield MVF-1 with both a major medical benefit rider and a \$2.00 Deductible prescription program, but with the following exceptions applying:

- (a) The City shall provide the ML Rider or equivalent.
- (b) The City shall provide the M.S.O. Rider or equivalent.
- (c) A \$100 per year maximum deductible will be applicable for all employee and dependent in-patient care or surgery. Employees may use their banked regular sick leave hours to pay for this \$100 deductible to the extent that accumulated regular sick leave banked hours are available. If banked regular sick leave hours are insufficient to reimburse all or part of the deductible, the employee must pay the deductible directly. This new program will be effective as soon as it is administratively practicable.

The City agrees to provide the above described program or the equivalent of same.

The Union will receive thirty (30) days prior notification of any change in carrier. Any dispute as to comparability of coverage will be submitted immediately to the arbitration step of the grievance procedure, using a qualified insurance expert as the arbitrator. In the event the City and the Union cannot agree upon an arbitrator, each party shall select an expert, and the two experts shall appoint an arbitrator.

Effective January 1, 1991 and subject to the conditions set forth below, the City will pay the health insurance premiums for an employee who thereafter retires from the City with ten or more years of full-time employment with the City and for an employee's eligible spouse and eligible surviving spouse. An eligible spouse or surviving spouse is one to whom the member was married for at least two years at the time of retirement. Spouse coverage terminates upon divorce. The maximum amount payable by the City shall be the monthly premiums in effect October 1, 1990 for Blue Cross/Blue Shield, Suffix 901: single pre-65, \$156.28; single post-65, \$111.12; couple pre-65, \$341.29; couple post-65 \$222.18.

For employees electing early retirement, the maximum premium payments shall be reduced the same percentage that the employees pension is reduced according to the SERS Ordinance.

Section 2 Optical Insurance

Optical insurance will be provided to employees and employees' dependents. Replace current dollar ceilings by "usual and customary" standard. Contacts and eye glasses may be replaced once annually with examination and prescription change.

Section 3 Dental Insurance

The City shall provide dental insurance for the employee the same as is presently in existence for other general employees.

Dental insurance shall include coverage of students between ages 19 and 25.

ARTICLE XX

LIFE INSURANCE

The City shall provide term life insurance benefits with accidental death and dismemberment for qualified employees as soon as possible, through the proper insurance carrier in accordance with the following schedule:

<u>Effective 7/1/88:</u>	
30 months or less continuous service	15,000
Over 30 months	25,000
<u>Effective 7/1/91:</u>	
30 months or less continuous service	<u>20,000</u>
Over 30 months	<u>30,000</u>

Each employee has the option to purchase additional life insurance at his own expense under the optional life insurance program offered by the City.

ARTICLE XXI

LONGEVITY PAY

The City shall pay its employees longevity pay. The method of computation and/or wage basis for longevity shall be on the annual base earnings of the employee. The schedule for payment of longevity shall be as follows:

PERCENT	1%	2%	4%	6%	8%
YEARS	3	5	10	15	20

Payment of longevity shall be made in December of each year and shall be based on continuous years service. Employees must have reached the years service level on or before December 31 of the payable year and must be on the payroll as a regular full-time employee on the date of payment.

Employees hired after 7/1/83 will not be eligible for longevity benefits.

Effective 12/1/84, the following schedule for payment shall be effect:

Current employees with less than 10 years service - no longevity except that employees currently eligible for longevity will have longevity payment frozen at the 12/1/84 amount until the employee reaches the 10 year level.

After 10 years of continuous service:	\$1,000/year lump sum
After 15 years of continuous service:	\$1,500/year lump sum
After 20 years of continuous service:	\$2,000/year lump sum
After 25 years of continuous service:	\$2,500/year lump sum

ARTICLE XXII

PENSION PROGRAM

The pension program in effect for general employees on July 1, 1973, shall be continued by the City. The City shall provide on an annual basis a statement for each member of his amount of immediate past annual contribution to the Employees Retirement System. Effective January 1, 1977, the employee shall contribute a constant three percent (3%) of all earnings applicable to the pension program. Upon termination for reason other than retirement, an employee shall be entitled to receive those contributions which he has contributed, plus interest thereon, as established by the pension program.

Effective July 1, 1982, the pension program in effect for non-union employees as of the date of this Agreement shall be provided for bargaining unit members, and each employee shall contribute five percent (5%) of all earnings applicable to the pension program.

Implement 414 (h) (2) when ordinance is changed and when it is implemented for other city employees.

Effective upon ratification by both parties, implement five (5%) percent employee contribution to pension at date of hire.

Effective January 1, 1991 and subject to the conditions set forth below, the City will pay the health insurance premiums for an employee who thereafter retires from the City with ten or more years of full-time employment with the City and for an employee's eligible spouse and eligible surviving spouse. An eligible spouse or surviving spouse is one to whom the member was married for at least two years at the time of retirement. Spouse coverage terminates upon divorce. The maximum amount payable by the City shall be the monthly premiums in effect October 1, 1990 for Blue Cross/Blue Shield, Suffix 901: single pre-65, \$156.28; single post-65, \$111.12; couple pre-65, \$341.29; couple post-65 \$222.18.

For employees electing early retirement, the maximum premium payments shall be reduced the same percentage that the employees' pension is reduced according to the SERS Ordinance.

ARTICLE XXIII

WAGES

Section 1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

A. New Positions

If a new job should be created within the bargaining unit due to the introduction of new equipment or significant change to methods or operation, a temporary rate may be established by the City for a period not to exceed sixty (60) days. During this period, the City and the Union shall bargain on the rate of the new job. If no agreement has been reached at the end of such sixty (60) days, the matter shall be processed through the Grievance Procedure (3rd Step). Any change developed either by mutual agreement or through the Grievance Procedure shall be retroactive to the date of assignment to said temporary rate.

B. Pay Increase - Within Established Range

Unless mutually agreed upon by the Union and the Employer, employees shall move from the minimum step in the pay range to the maximum step in regular increments as indicated in Appendix A subject to the provisions of Article XXIII, Paragraph C below.

C. Probationary Pay Increase

Probationary personnel shall be eligible for rate increase after three (3) months as set forth in accordance with Appendix A attached hereto. Such rate increase, if

granted, shall be at the discretion of the Department Head and not subject to Article XXIII, Paragraph B above.

Section 2 Pay Period

The salaries and wages of employees shall be paid every other Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay-day.

The employees getting night shift differential pay will be paid on Thursday of the appropriate week.

Section 3 Out of Classification Pay

Employees required to work in a higher classification for four (4) hours or more shall be paid the rate of the higher classification for the entire day.

Section 4 Premium Pay

Premium pay shall be fifteen cents (\$0.15) per hour for afternoon shift and twenty cents (\$0.20) per hour for midnight shift for all employees regularly scheduled for said shift.

Section 5 Group Leader

- (a) Group Leaders, when assigned, will be of the minimum classification of Maintenance Man Senior whenever possible and if available, at the discretion of the assigning foreman or Department Head.

(b) When an employee is assigned to work in the capacity of Group Leader, he shall be paid in addition to his regular rate for each hour worked in this assignment as follows: (Rates are effective upon ratification)

\$0.30 per hour when two to four (2-4) men excluding the leader are supervised.

\$0.40 per hour when five (5) or more men excluding the leader are supervised.

Section 6 Deferred Compensation Effective upon ratification, employees shall have the opportunity to participate in the deferred compensation plan.

Section 7 Residency Incentive The City will contribute 1.5% of base salary annually to a deferred compensation fund for employees living in the City of Southfield in accordance with the procedures in effect on the date the agreement is ratified.

Section 8 Operators' Pay

Employees who operate any of the listed equipment below will upon completion of training period (240 hours) receive an additional \$.25 per hour while operating said equipment. This applies to all Maintenance Workers, Maintenance I's and Maintenance II's.

EQUIPMENT

Sewer jet

Vac-all

Back-hoe

DEPARTMENT

Water

Highway

Parks, Water, Highway

<u>Grade-all</u>	<u>Highway</u>
<u>Graders</u>	<u>Highway</u>
<u>Loaders</u>	<u>Parks, Water, Highway</u>
<u>Sweepers</u>	<u>Highway</u>
<u>Quick-cut</u>	<u>Highway, Parks</u>
<u>Paver</u>	<u>Highway</u>
<u>Roller</u>	<u>Highway</u>
<u>Cement Breaker</u>	<u>Highway, Water</u>
<u>High Ranger</u>	<u>Parks</u>
<u>Trencher</u>	<u>Parks</u>

ARTICLE XXIV
GENERAL PROVISIONS

Section 1 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, in reference, restraint or

coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2 Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used for the Union.

The Union shall limit the posting of notices and bulletins to such bulletin boards.

Section 3 Visits by the Union Representatives

The Employer agrees that an accredited representative of the American Federation of State, County and Municipal Employees, whether a local Union representative, district council representative, or international representative, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, provided he has given the City notification of his whereabouts, and how long he will be in the City, and whom he wishes to see, and providing he does not interfere with the usual business operation of the City.

Section 4 Enforcing Work Rules

Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

The procedure for establishing new work rules shall be as follows:

- A. Rules shall be drafted by the Employer and posted on the applicable department bulletin boards. Set rules shall have an effective date as established by the Employer.
- B. The Union shall have the right to review said rule(s) with the Employer within fifteen (15) work days after said posting with regard to the reasonableness of said rule(s).
- C. Any unresolved complaint regarding the unreasonableness of a new rule or any complaint involving discrimination in the application of a new rule shall be submitted to the second step of the Grievance Procedure within three (3) work days after the review period has terminated provided however, that the Union has taken the opportunity as indicated above.
- D. An existing set of work rules will be provided for the Union and the employees not subject to B and C above. Thereafter, any new rules will be submitted under provisions for establishing new rules as provided above. All other rules either contained in the list or inadvertently omitted from the list will, upon verification and/or past practice, be admissible as an existing rule and not subject to B and C above.

Section 5 Working Supervision

Supervisors shall not normally perform bargaining unit work. Supervisors may perform bargaining unit work for the purposes of training, instruction, or during emergencies when there are not enough employees available to perform the work necessary to take care of the emergency.

Section 6 Seasonal and Temporary Employees

Seasonal employees, performing work also done by bargaining unit employees, shall not work in such capacity longer than nine consecutive months at a time in the Parks and Recreation Department or six months in other departments. Temporary employees, performing work also done by bargaining unit employees, shall not work in such capacity longer than six consecutive months at a time.

Section 7 Safety and Sanitary Conditions

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

There shall be a safety committee consisting of two Union employees selected by the Union and two management representatives. They shall hold monthly meetings when needed to investigate unsafe conditions, and keep a record of such meetings.

Section 8 Employee Reports

The City will furnish the Union with a monthly transaction report outlining all new hires, their classification and status, that is, temporary, seasonal, regular, etc. This report will also show any promotions and dates of hire, transfer, layoff, or movement into or out of the bargaining unit.

Section 9 Supplemental Agreements

All supplemental agreements shall be subject to the approval of the Employer, AFSCME Council #25, and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union. Supplemental agreements shall be signed by the President of Local 329, a representative of Council #25, and the City.

Section 10 Tuition Reimbursement

Employees may qualify for tuition reimbursement program in the amount of up to seventy-five (75%) percent of actual cost (excluding labs, books, special fees, etc.) without regard to financial aid, with a \$700 per fiscal year maximum. However, the cost reimbursed shall not exceed the actual cost to the employee, subject to the following conditions:

- (1) That course work be taken at or under the direction of an accredited institution;
- (2) Said course work is either related to the employee's occupational area, or related to the function of the department in which the employee works, or is course work in management;
- (3) That course work be approved by the Personnel Division as qualified under the program prior to the employee taking the course;
- (4) That a minimum grade of "C" or better must be obtained;

- (5) Tuition reimbursement shall not be paid to probationary employees. However, tuition reimbursement in the amount of up to seventy-five (75%) percent may be made to permanent employees for courses begun during the probationary period but completed after career status has been granted.
- (6) Paperwork for reimbursement must be submitted within 30 days of receiving the final course grade, otherwise the employee forfeits the right to reimbursement.

ARTICLE XXV

TERMINATION

The provisions of this document, unless otherwise specified elsewhere within this Agreement, shall be effective as of the first day of July, 1990, and shall remain in full force and effect until the 30th day of June, 1992.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; 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 in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25 day of March 1991.

FOR THE UNION:

Ednell W. Turnquist
President Local 329

Lawrence J. Ford
Sec. - Treas. Local 329

Frank Barrell
Chief Steward

Robert J. Willett
Steward

Judith E. Pickett
AFSCME Council #25

FOR THE EMPLOYER:

Donald F. Fracassi
Donald F. Fracassi, Mayor

Patrick G. Flannery
Patrick G. Flannery, City Clerk

APPENDIX A

H-38 Staff Janitor: This classification, if utilized by the City, will replace the existing classifications of Custodian and Senior Custodian which will remain as redlined classifications for incumbent employees holding these classifications as of January 1, 1986. The redlining of classifications means that the classifications so designated will be eliminated when current incumbents of those classification's leave their positions through separation, transfer or retirement.

Part-time staff janitor positions, if utilized by the City, will be included in the bargaining unit. Employees hired as part timers will be scheduled no more than 20 hours per work week and shall be entitled to one-half (1/2) benefits.

All salary/wage rates set forth below become effective July 1, 1990.

	<u>Start</u>	<u>3-Months</u>	<u>6-Months</u>	<u>12-Months</u>	<u>18-Months</u>
	<u>A-1</u>	<u>A-2</u>	<u>B</u>	<u>C</u>	<u>D</u>
H-38	6.26	6.45	6.64	6.82	7.07
H-39	7.99	8.36	8.85	9.70	10.55
H-40	11.39	11.81	12.24	13.09	13.97
H-41	13.25	13.33	13.46	13.79	13.97
H-42	13.60	13.67	13.86	14.11	14.47
H-43	13.78	13.86	14.06	14.32	14.73
H-44	12.05	12.12	12.31	12.56	12.90
H-45	13.79	13.87	14.06	14.32	14.56
H-46	13.97	14.06	14.24	14.52	14.87
H-47	14.24	14.32	14.52	14.78	15.18

- H-38 Staff Janitor
- H-39 Maintenance Worker, Forestry Worker, Golf Maintenance Worker
- H-40 Maintenance Worker I, Forestry Worker I, Golf Maintenance Worker I
- H-41 Animal Warden, Custodian
- H-42 Senior Animal Warden, Senior Custodian, Maintenance Worker II, Forestry Worker II, Golf Maintenance Worker II
- H-43 Maintenance Worker III, Golf Maintenance Worker III
- H-44 Equipment Mechanic, Mechanical Trades Technician
- H-45 Equipment Mechanic I, Mechanical Trades Technician I
- H-46 Equipment Mechanic II, Mechanical Trades Technician II, Civilian Fire Mechanic
- H-47 Equipment Mechanic III, Mechanical Trades Technician III

APPENDIX A (CONTINUED)

All salary/wage rates set forth below become effective July 1, 1991

	<u>Start</u>	<u>3-Months</u>	<u>6-Months</u>	<u>12-Months</u>	<u>18-Months</u>
	<u>A-1</u>	<u>A-2</u>	<u>B</u>	<u>C</u>	<u>D</u>
H-38	6.49	6.68	6.87	7.06	7.31
H-39	8.15	8.53	9.03	9.89	10.76
H-40	11.62	12.05	12.48	13.35	14.25
H-41	13.52	13.60	13.73	14.07	14.25
H-42	13.87	13.94	14.14	14.39	14.76
H-43	14.06	14.14	14.34	14.61	15.02
H-44	12.29	12.36	12.56	12.81	13.16
H-45	14.07	14.15	14.34	14.61	14.85
H-46	14.25	14.34	14.52	14.81	15.17
H-47	14.52	14.61	14.81	15.08	15.48

- H-38 Staff Janitor
- H-39 Maintenance Worker, Forestry Worker, Golf Maintenance Worker
- H-40 Maintenance Worker I, Forestry Worker I, Golf Maintenance Worker I
- H-41 Animal Warden, Custodian
- H-42 Senior Animal Warden, Senior Custodian, Maintenance Worker II, Forestry Worker II, Golf Maintenance Worker II
- H-43 Maintenance Worker III, Golf Maintenance Worker III
- H-44 Equipment Mechanic, Mechanical Trades Technician
- H-45 Equipment Mechanic I, Mechanical Trades Technician I
- H-46 Equipment Mechanic II, Mechanical Trades Technician II, Civilian Fire Mechanic
- H-47 Equipment Mechanic III, Mechanical Trades Technician III

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SOUTHFIELD AND LOCAL #329, AFSCME, AFL-CIO2

Pursuant to Agreement between the City of Southfield and Local #329, AFSCME, AFL-CIO, for the period from July 1, 1990, through June 30, 1992, the following items shall be considered as an addendum to and supplemental portion of said Agreement through Memorandum of Understanding.

1. 6th and 7th Day - In the event the City should implement the 6th and 7th work day as provided in Article IV, Section 2 (b) and (c), then in such event all references in this contract to Saturday and Sunday shall be modified to read, "6th and 7th day" where applicable.
2. Review of Promotional Procedures - The City agrees to review the existing allocation of classifications concerning the degree of difficulty, responsibility and experience for the operation of equipment. The Union recognizes the City is the sole authority for determination of upgrading of positions.

APPENDIX C

Understanding and Intent for Parks and Recreation and Forestry

1. It will be the intent of Supervision to provide the Forestry Division with first call opportunity for all forestry related emergency work.

2. It will be the intent of Supervision to utilize Forestry personnel in forestry-related work to the greatest extent practicable.

APPENDIX D

Understanding and intent for Parks and Recreation - Golf Division

1. A separate Golf Division shall be established under Parks and Recreation for classifications of Golf Maintenance Worker I, II, and III, and Golf Maintenance Worker.
2. This division shall be created because of the technical expertise required in the maintaining of a quality golf course.
3. Golf maintenance personnel shall be qualified in the technical aspects of golf course care, including, but not limited to, the ability to recognize turf diseases and the symptoms of diseases, proper watering practices, proper chemical and fertilizer application, knowledge of sprayer and spreader calibration techniques, and experience in proper cup-changing methods.

APPENDIX E

LETTER OF UNDERSTANDING

- A. The definition in the contract that a work day shall consist of eight consecutive hours will not preclude the parties considering the feasibility of a ten hour day for parts of the year. This issue could be discussed in the J.E.E.P. program or in any other forum judged appropriate, it being understood that, from the City's part, any change would require full administrative approval. If the parties mutually agree on a schedule modification, this agreement will address those aspects of the contract affected. This agreement to discuss indicates an open mind on the issue and not a commitment to a particular position on the issue.
- B. On a trial basis for the term of this contract and beginning on the date of ratification by both parties, the policy on a classified snow emergency will include an agreement allowing employees working long shifts during classified emergencies sixteen (16) hours per year not chargeable to their accrued time. The snow emergency hours may be used in four (4) hour increments. Employees who work a full night prior to or ending a declared emergency (start up or ending shifts) are eligible. This agreement would be used to help in the start up and ending of classified emergencies where longer hours may occur.

C. Regarding the newly recognized classifications of Motor Pool Clerk and Finishing Trades Technicians, their current wages and benefits will continue until the parties agree on these issues after the execution of this contract.

D. Maintenance III's. Intent: To provide a procedure of promotions from Maintenance II to Maintenance III not limited by the current quota system but recognizing cost as a factor. The parties recognize that the result will be an increase in III positions available. Procedure: The union and management shall meet to formulate procedures and criteria to become a Maintenance III. and shall resolve this matter within 90 days of ratification of this agreement.

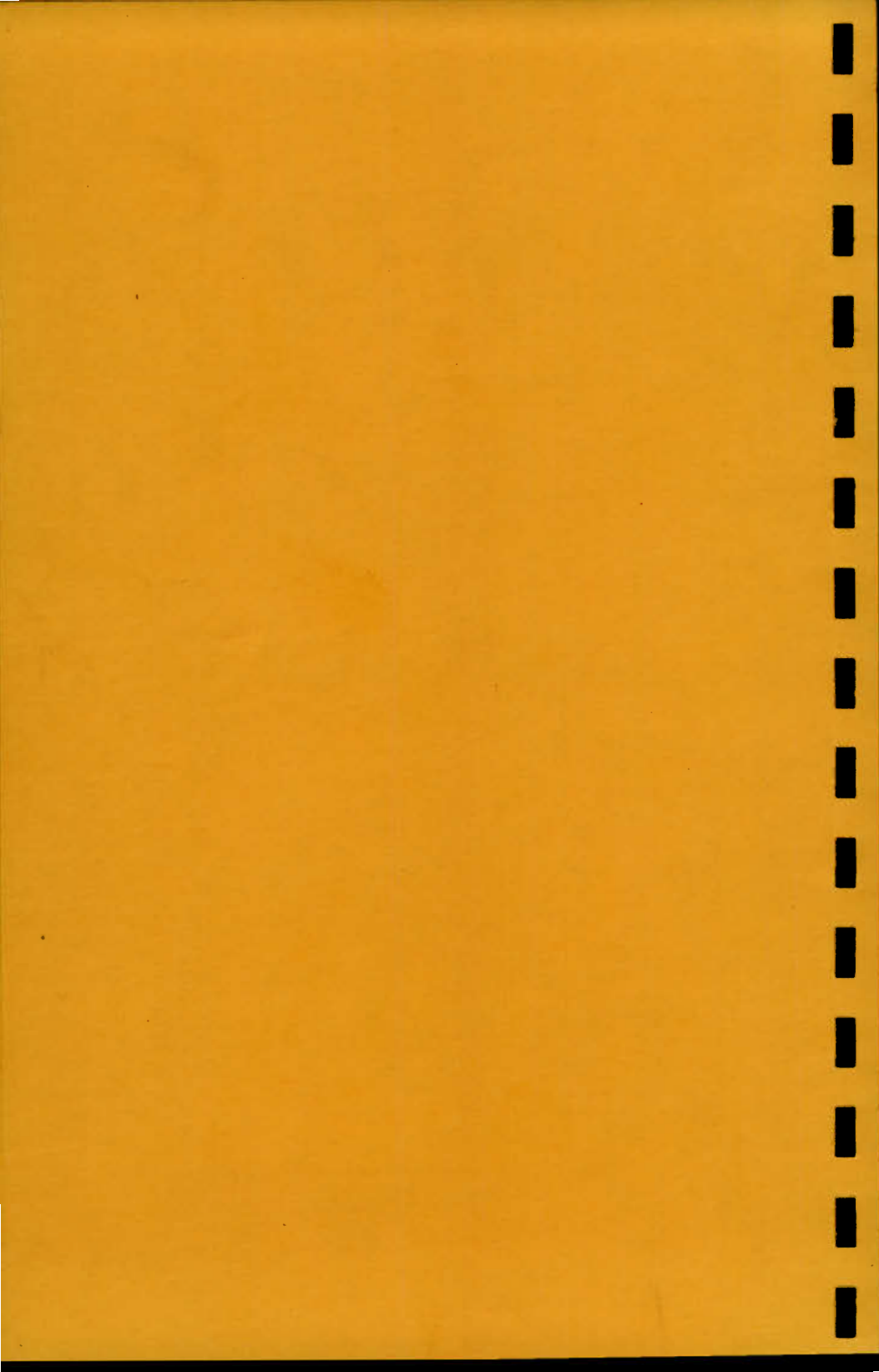
E. Effective January 1, 1991, M. Pasmanter, who retired during an extension of the previous contract, shall be included in the provision for paid retiree health insurance.

FOR THE UNION

Name: Elizabeth W. Turnquist
Date: 6-14-92
Name: Frank Parnel
Date: 6/14/91
Name: Robert G. Wallert
Date: 6-14-91
Name: Judith E. Pickett
Misc. Council #3.3
Date: Jun. 14, 1991

FOR THE EMPLOYER

Name: Thomas M. Paul Real. Rel. Dir.
Date: July 8, 1991
Name: _____
Date: _____
Name: _____
Date: _____
Name: _____
Date: _____
Name: _____
Date: _____



6/30/94

Ratification completed
10/26/92. Agreement is in effect.

Thomas J. Marsh
Labor Relations Director
10/27/92

AGREEMENT

Effective upon ratification by AFSCME Local Union 329 and by the City Council of the City of Southfield, the Agreement for the period July 1, 1990 through June 30, 1992 is amended as stated below. All provisions of the contract not amended remain unchanged.

1. Amend the first paragraph of ARTICLE I to read:

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for the following classifications: Custodians, Staff Janitors, Highway Maintenance Workers, Equipment Mechanics, Mechanical Trades Technicians, Water Service Workers, Animal Wardens, Parks Maintenance Workers, Golf Maintenance Workers, Forestry Workers, Finishing Trades Technician, Civilian Fire Mechanic, Stock Clerks and Environmental Aids of the City of Southfield as provided herein for the term of this Agreement.

2. Add to Article XVIII: Effective July 1, 1992, each employee shall receive a uniform allowance of up to \$350 per fiscal year. This allowance will be paid in two equal lump sums of \$175.

3. Add to Article XXII:

In addition to present normal retirement eligibility, normal retirement is allowed at age 57 with 25 or more years of service.

Effective 7/1/92, the employee pension contribution shall be 3.5%.

4. Effective 7/1/92 amend Article XXIII, Section 4 to: Premium pay shall be (\$0.25) per hour for afternoon shift and thirty cents (\$0.30) per hour for midnight shift for all employees regularly scheduled for said shift.

5. Effective upon ratification amend Article XXIV, Section 10, Tuition Reimbursement to:

Tuition Reimbursement: Career employees may qualify for tuition reimbursement of seventy-five (75%) percent of actual tuition costs (excluding labs, books, special fees, etc.) without regard to financial aid. The maximum reimbursement will be \$1,000 per fiscal year (July 1 to June 30); in no case shall the tuition reimbursement exceed the actual tuition cost to the employee. Further, the City will pay up to an additional twenty (\$20.00) dollars per course for books each term in which the employee is entitled to tuition reimbursement. These payments are all subject to the following conditions:

- (1) Course work be taken at or under the direction of an

Southfield City

accredited institution.

- (2) Qualifying disciplines shall be: (a) course work related to a function in which the City employs career staff; (b) course work in management or public administration; or (c) course work required for the completion of a diploma, certificate, or degree in a discipline related to a career classification in the City.
- (3) Course work be pre-approved, in writing, by the employee's Department Director and the Personnel Department as qualifying for reimbursement. This approval must be obtained and on file with the Personnel Department prior to class commencement.
- (4) A minimum grade of "C" (2.0 on a 4.0 scale) must be obtained.
- (5) Tuition reimbursement shall not be paid to probationary employees. However, tuition reimbursement may be granted to career employees for courses begun during the probationary period but completed after career status has been granted, provided all other provisions of this Section have been observed.
- (6) An application for tuition reimbursement, along with receipts for tuition and books as well as the final course grade are submitted to the Personnel Department within thirty (30) days of completing the course. Failure to submit a timely and complete reimbursement application will forfeit the employee's right to such payment.
- (7) In applying for and receiving tuition reimbursement benefits (including books and fees) under this Section, employees must agree to refund the City for any tuition benefits which are received in the one-year period prior to their resignation, retirement (regular or early), or discharge for cause. Employees receiving a duty disability or on a medical leave of absence will not be required to refund tuition benefits.

6. New Section, Article XXIV: Agreed provision on donation of vacation time.

7. New Section, Article XXIV:

If a snow closing is declared by the City, employees who are not working in, or, in the City's sole determination needed in the snow emergency call back system, shall be covered by the same snow closing policy as Administrative Civil Service employees. If circumstances require an application of the snow closing policy specific to the some

members of the bargaining unit, the determination shall be made by the department head. (For example, the declared snow closing might be directed to day shift employees and the department head would have to determine if the snow closing was still warranted for shifts reporting later.)

8. Upon ratification of the agreement by both parties, each member of the bargaining unit shall receive \$200 less normal withholding.

APPENDIX A

July 1, 1992

	<u>Start</u> <u>A-1</u>	<u>3 Months</u> <u>A-2</u>	<u>6 Months</u> <u>B</u>	<u>12 Months</u> <u>C</u>	<u>18 Months</u> <u>D</u>
H-38	6.49	6.68	6.87	7.06	7.31
H-39	8.15	8.53	9.03	9.89	10.76
H-39a	10.79	11.20	11.62	12.44	13.27
H-40	11.62	12.05	12.48	13.35	14.25
H-41	13.52	13.60	13.73	14.07	14.25
H-42	13.87	13.94	14.14	14.39	14.76
H-43	14.06	14.14	14.34	14.61	15.02
H-44	12.29	12.36	12.56	12.81	13.16
H-45	14.07	14.15	14.34	14.61	14.85
H-46	14.25	14.34	14.52	14.81	15.17
H-47	14.52	14.61	14.81	15.08	15.48

=====

- H-38 Staff Janitor
- H-39 Maintenance Worker, Forestry Worker, Golf Maintenance Worker,
 Environmental Aid
- H-39a Stock Clerk
- H-40 Maintenance Worker I, Forestry Worker I, Golf Maintenance Worker I,
 Environmental Aid I
- H-41 Animal Warden, Custodian

- H-42 Senior Animal Warden, Senior Custodian, Maintenance Worker II, Forestry Worker II, Golf Maintenance Worker II, Environmental Aid II
- H-43 Maintenance Worker III, Golf Maintenance Worker III, Environmental Aid III
- H-44 Equipment Mechanic, Mechanical Trades Technician, Finishing Trades Technician, Civilian Fire Mechanic
- H-45 Equipment Mechanic I, Mechanical Trades Technician I, Finishing Trades Technician I, Civilian Fire Mechanic I
- H-46 Equipment Mechanic II, Mechanical Trades Technician II, Finishing Trades Technician II, Civilian Fire Mechanic II
- H-47 Equipment Mechanic III, Mechanical Trades Technician III, Finishing Trades Technician III, Civilian Fire Mechanic III

Effective July 1, 1993 (3.5%)

	Start <u>A-1</u>	3 Months <u>A-2</u>	6 Months <u>B</u>	12 Months <u>C</u>	18 Months <u>D</u>
H-38	6.72	6.91	7.11	7.31	7.57
H-39	8.44	8.83	9.35	10.24	11.14
H-39a	11.17	11.59	12.03	12.88	13.73
H-40	12.03	12.47	12.92	13.82	14.75
H-41	13.99	14.08	14.21	14.56	14.75
H-42	14.36	14.43	14.63	14.89	15.28
H-43	14.55	14.63	14.84	15.12	15.55
H-44	12.72	12.79	13.00	13.26	13.62
H-45	14.56	14.65	14.84	15.12	15.37
H-46	14.75	14.84	15.03	15.33	15.70
H-47	15.03	15.12	15.33	15.61	16.02

The provisions of this document, unless otherwise specified elsewhere within this Agreement, shall be effective as of the first day of July, 1992, and shall remain in full force and effect until the 30th day of June, 1994.

IN WITNESS WHEREOF, the parties hereto have set their hands

this 8th day of October, 1992

FOR THE UNION

Name: Edzell W. Turzant

Date: 10-8-92

Name: Jeff Moran V.P.

Date: 10-8-92

Name: Frank Laneh C.S.

Date: 10-8-92

Name: Bob Mussey

Date: 10-8-92

Bob Willett

10-8-92

Ken Kirby

10-8-92

Nancy Cannon

10-8-92

Clive W. Brown

10/8/92

Judith E. Pickett

10/8/92

AFSCME Council #25.

FOR THE EMPLOYER

Name: Tom Muel, Loc. Rel. Dir.

Date: 10-8-92

Name: Jeff Farland, Dir. P+R

Date: 10/8/92

Name: _____

Date: _____

Name: _____

Date: _____

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF SOUTHFIELD

and

AFSCME, LOCAL 329

1990-1992