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PURPOSE AND INTENT

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

The parties mutually recognize that the responsibilities of both the employees and the City to the Public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

NOW THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

I. RECOGNITION

- (a) Pursuant to and in accordance with all applicable provisions of Acts of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Union of the American Federation of State, County, and Municipal Employees, and Council 23, and its affiliated local unit 290 (hereinafter referred to as the Union) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.
- (b) The Bargaining unit shall include Housing Commission Maintenance employees and all City employees except management, professional and supervisory personnel, police and fire personnel, temporary, provisional, confidential, seasonal and part time, and all other employees in the unclassified service as defined in the City Ordinances and Personnel Rules and Regulations.

II. REPRESENTATION - BARGAINING COMMITTEE

- (a) The employees shall be represented by a committee composed of five (5) employees, one of whom shall be the Chief Steward, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. Additional representation may be provided by the Local, Council and/or International of the Union.
- (b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.
- (c) There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.
- (d) The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief, or for legal Union activities.
- (e) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, or coercion.

III. JOINT RESPONSIBILITIES

- (a) NO STRIKE - NO LOCKOUT: Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production the City may or may not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (b) 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, and instruct all such persons to immediately cease the offending conduct.
- (c) The City may discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this Agreement.

IV. MANAGEMENT RESPONSIBILITIES

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions 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 rights 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, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law.

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, grievance procedure and other express provisions of this Agreement as herein set forth.

V. MAINTENANCE OF MEMBERSHIP

- (a) Each employee, who on July 1, 1970, is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty days after receipt of written notice to the Employer from the Union.
- (b) Agency Shop -- Any present or future employee who is not a Union member as of July 1, 1970, and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

VI. UNION DUES AND INITIATION FEES

- (a) Payment by Authorization for Payroll Deduction - Employees may tender the monthly membership dues by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction of Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- (b) Deductions - Deduction shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- (c) Delivery of Executed Authorization for Payroll Deduction Form - A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.

VI. UNION DUES AND INITIATION FEES (continued)

- (e) Delivery of Additional Payroll Deduction Forms - The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.
- (g) Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the local Union not later than the last day of the calendar month in which the deduction was made. The employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms. If there is no deduction made, and the Union has submitted a signed Authorization for Payroll Deduction of Dues form the Employer shall include this information and reason for this with his list to the designated financial officer of the Local Union.
- (h) Disputes Concerning Payroll Deduction - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.
- (i) Limit of Employer's Liability - The employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of the Agreement.

VII. GRIEVANCE PROCEDURE

- (a) It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by Management, if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give its answer within the time limits.
- (b) A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- (c) All grievances will be processed in the following manner and within the stated time limits:

STEP 1 The aggrieved employee or group of employees, with the Union Steward, will orally present the grievance to the immediate supervisor. The grievance must be so presented within three (3) working days of its occurrence or knowledge of its occurrence not to exceed ninety (90) calendar days. The supervisor will give his verbal answer within three (3) working days of the date of presentation of the grievance.

STEP 2 If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union Steward, and be presented to the Department or Division Head within five (5) working days after the supervisor's oral answer is given. The grievance shall be prepared in detail and be dated. The Department or Division Head will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance.

STEP 3 If the grievance is not settled in Step 2, the written grievance shall be presented to the City Manager within five (5) working days after the Department or Division Head's response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager will reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance (Saturday, Sunday, and all Holidays excluded).

VII. GRIEVANCE PROCEDURE (continued)

STEP 4 If the Union believes that the matter should be carried further, it shall then refer the matter to the Union Council and/or International representatives. The representatives of the Union Council and/or the International Union will be advised of the matter, and if the Union wishes to carry said matter further, it will, within fourteen (14) working days of the employer's answer, so inform the Employer. Following the Employer's notification, and within a reasonable period of time, the matter shall be referred to the American Arbitration Association for selection of an impartial arbitrator, to be selected by the Union and the Employer, to determine the dispute.

Said Arbitrator shall be selected in the following manner:

The American Arbitration Association shall submit to both the Union and the Employer a list of five (5) arbitrators, and both parties shall select three (3) of the names contained on said list of five (5) as their selections. From the selections as submitted to the Association, they shall select the Arbitrator who shall determine the dispute. The decision of said Arbitrator shall be final and binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be paid equally by both parties. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement.

VIII. HOURS OF WORK

(a) The Regular Workweek

The regular workweek of employees covered hereby shall be forty (40) hours, within a period of seven (7) consecutive calendar days beginning at 12:01 a.m. on Monday.

(b) The Regular Workday and Work Shift

The regular work schedule shall be listed by work units as follows: 1. D.P.S., Parks and Custodial - 7 1/2 hours of work plus a thirty (30) minute lunch period. 2. Housing Maintenance - 7 1/2 hours of work plus a one (1) hour lunch period. 3. Clerical - 7 1/4 hours of work plus a forty-five (45) minute lunch period. The workday shall be a period within twenty four (24) hours beginning at midnight.

The regular work shift shall fall between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, except upon notice by the City of a change in the work schedule of isolated job classifications issued at least twenty-four (24) hours in advance of the scheduled starting time. Such work schedule changes shall be subject to provisions of Article 32, Special Conferences and/or the Grievance Procedure. Any regular work shift hours that occur before 7:00 a.m. or after 6:00 p.m. shall be subject to premium pay provisions except for the position of custodian.

IX. REST PERIOD

Management shall allow one fifteen minute rest period during each one-half shift on the work day.

X. OVERTIME

- (a) Employees will be paid one and one-half (1 1/2) times regular hourly rate when authorized by the City in the following instances.
1. Time worked in excess of eight (8) hours in any one day.
 2. Time worked in excess of forty (40) hours in any one week.
- (b) Work performed between 12 midnight Saturday and 12 midnight Sunday, except when these days are part of the regular scheduled work week, and any time worked in excess of sixteen (16) consecutive hours shall be paid two times the regular rate of pay.
- (c) Any work performed on holidays included in this Agreement shall be paid at two (2) times the regular rate of pay in addition to the regular holiday pay.
- (d) Time granted for vacation leave and sick leave (supported by evidence of illness) and holidays during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked.
- (e) The City will adopt a mutually fair and equitable policy for the distribution of overtime within each department and classification.

There will be no duplication of overtime for the same hours worked.

XI. EQUALIZATION OF OVERTIME HOURS

Overtime hours will be divided and rotated, as equally as possible among employees in the same classifications in the Departments where practicable. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each Department or Building, as the case may be.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their Department will be called first and so on down the list in an attempt to equalize the overtime hours. In such cases they would be called on the basis of least hours of overtime in their classification.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period. If any employee turns down overtime three consecutive times, he shall forfeit his right to be called for a three (3) month period, except where the refusal was caused by a documented medical reason, the forfeiture shall not apply.

Should the above method prove unsatisfactory, the parties agree to meet and work out a solution.

XII.

PROBATIONARY EMPLOYEES - NEW

- (a) A new employee in a non-clerical position in the Roads, Water and Sewer, and Parks and Recreation Departments shall be a probationary employee without seniority until he has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (b) All employees not covered in Section XII. (a) in any department covered by this Agreement shall be a probationary employee without seniority until he or she has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he shall either be terminated or entered on the City-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (c) At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards, but not for Union activity.
- (d) Probationary employees do not receive fringe benefits, except medical insurance from first billing following date of hire, but may earn to receive after the waiting period.
- (e) Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.
- (f) An employee laid-off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary employee retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the City-wide seniority lists. An employee re-hired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- (g) Probationary periods may be extended but not to exceed an additional ninety (90) days upon the mutual agreement of the City and the Union. Said mutual agreement regarding extension of probationary periods shall be reduced to written form.

XIII.

SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of continuous service with the City.
- (b) Accrual of Seniority:
 - 1. Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons. . . .
 - 1. Discharge is not reversed.
 - 2. Resignation -- An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
 - 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
 - 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 - 5. Retirement.
 - 6. Layoff for a continuous period of nine (9) months or the length of the employee's seniority, whichever is greater.

The Employer shall send written notifications by registered mail to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. A copy of such notification shall be presented to the Union.

- (d) Seniority Lists: Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in July of each year, and as soon as practicable the first year.
- (e) Application of Seniority: Seniority shall apply to shift assignment, vacation, layoff, recall, transfers, and promotions and as otherwise provided in this Agreement.
 - 1. In the event of a vacancy, employees shall be given the opportunity to transfer on the basis of their seniority.

XIII. SENIORITY (continued)

- (e) 2. Vacancies shall be filled by seniority as follows:
(a) of applicants from within the clerical, housing maintenance and general maintenance categories; (b) if no applicants are received from the category in which the vacancy occurs, then of applicants in the other category. If there are no such applicants, such positions may be filled by persons from outside City employment.

XIV. PROMOTIONS

A promotion is any employment within City service calling for a higher rate of pay.

Vacancies shall be filled on the basis of the senior qualified applicant. Job vacancies shall be posted for a period of nine (9) calendar days, setting forth the requirements for the position, in a conspicuous place in the D.P.W. building, City Hall and when applicable, Police and Fire buildings. Employees interested shall apply within the nine (9) calendar-day posting period.

The senior applicant shall receive a thirty (30) working day promotional trial period. This shall not prevent the employer from disqualifying the applicant for the trial period if the applicant's lack of ability is obvious.

If the senior applicant is denied the position, reasons shall be given in writing to the employee and the Union.

If the Union feels the denial to be unjust, it shall have the right to appeal the employer's decision through the grievance procedure.

Any employee in a promotional trial period appointment shall have the right to return to his previous classification if the City Manager decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards. The matter may then become a proper subject for a special conference. This does not negate the grievance procedure.

During the probationary period of a promotional appointment, the probationary employee may without prejudice revert back to his former classification.

Qualification shall be determined by any one of following: Written examination, oral examination, past performance with the City, job related experience, on the job demonstration of abilities. An employee may claim qualification based on any one or a combination of any of the five stated areas.

The employer recognizes and accepts the obligation to provide training programs to the City Employees wherever possible.

LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or to abolition of positions because of changes in organization.
- (b) Order of Layoff:
1. No permanent or probationary employee shall be laid-off from his position in his respective clerical, housing maintenance and general maintenance categories while any seasonal, temporary or provisional employees are serving in such clerical, housing maintenance and general maintenance categories.
 2. Permanent and probationary employees, in the event a layoff becomes necessary, shall exercise their seniority by replacing an employee with lesser seniority in his respective clerical, housing maintenance and general maintenance categories; subject to the exceptions as are contained in sub-paragraph (c) of this Article.
 3. Except as provided in sub-paragraph (c) of this Article, the layoff of probationary or permanent employees shall be in inverse order of seniority within the respective clerical, housing maintenance and general maintenance categories.
- (c) Exceptions to Seniority: The City may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City and the Union to discuss those questions or disputes involved in the layoff procedure. If agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.
- (d) Notice of Layoff: Employees to be laid off shall be given at least twenty-one (21) calendar days prior notice.
- (e) Preferred Eligible Lists:
1. An employee laid off or displaced shall have his name placed on a preferred eligible list, in order of seniority, for any position from which he was displaced.
 2. Names shall remain on such list for nine (9) months or length of seniority, whichever is greater unless removed as provided below. Employees shall be recalled from layoff or shall be restored to a position from which he was displaced, within his respective clerical, housing maintenance and general maintenance categories, before any other persons are selected for employment or promotion to such position.

XV. LAYOFF AND RECALL (continued)

(f) Recall from Layoff:

1. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

(g) Restoration to positions from which demoted.....
Employees to be restored to positions from which they had been displaced shall be given three (3) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

(h) Effective upon the date of the execution of this Agreement, and prior to the expiration hereof, no existing or newly hired unit employee will be terminated or laid off from unit work due to the City's contracting or sub-contracting of unit work. The City retains the right and authority hereunder to contract or sub-contract unit work so long as no such existing or newly hired unit employee is displaced thereby.

XVI. CALL-BACK AND EXCESS OF OVERTIME REST PERIODS

(a) 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 one and one-half (1 1/2) times his regular rate.

(b) Excess overtime is defined as any period of overtime work which does not allow an employee a minimum of four (4) hours rest or non-duty time between the end of such overtime and the commencement of the employee's next regularly scheduled work shift.

Employees shall be guaranteed a minimum of four (4) hours rest or off-duty time between the end of any excess overtime and the time the employee shall be required to report for duty on such next regularly scheduled work shift. During an emergency situation such as water main break, sewage stoppage, snow and ice removal, etc., the Employer can require the employee to remain on the job until the job is completed and the four (4) hours rest period shall then be taken before the end of the work day or the employee shall be paid for the time at straight time rate. Should the emergency job be completed near the beginning of the work shift with the mutual consent of the employee and the employer the four (4) hours rest period may be deferred until the hours before the

XVI. CALL BACK AND EXCESS OF OVERTIME REST PERIODS (continued)

close of the work shift. If the overtime assignment is completed before the beginning of the regular shift the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his regular rate of pay for each hour of such four (4) hour rest or off-duty period which falls between the commencement of his next regularly scheduled work shift and the hour that such employee is required to report thereupon.

- (c) The City, by department, shall exhaust the overtime list wherever possible in assigning call-back time. After exhausting such overtime list, then the employee contacted for emergency call-back is expected to appear for duty when requested of as soon as is physically possible as the case may be. Emergencies shall consist of snow and ice control operations, main breaks and other situations that require immediate attention.

XVII. PAYMENT OF BACK PAY CLAIMS

- (a) Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.
- (b) No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his proper pay rate.

XVIII. DISCIPLINE AND DISCHARGES

- (a) Disciplinary actions or measures shall include the following:
 - ...oral reprimand
 - ...written reprimand
 - ...suspension (notice to be given in writing)
 - ...discharge
 - ...criminal charges
- (b) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee of the City of Inkster.
- (c) 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.
- (d) The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence.

XVIII. DISCIPLINE AND DISCHARGE (continued)

- (e) The City shall not discharge any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.
- (f) 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.

XIX. HOLIDAY PROVISIONS

- (a) The paid holidays for 1973-74 are designated as New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, December 24, Christmas Day, Good Friday, Employee's Birthday, and 1/2 day on December 31st.

The paid holidays for 1974-75 are designated as all of those listed for 1973-74 plus Martin Luther King, Jr.'s Birthday on January 15th.

The paid holidays for 1975-76 are designated as all of those listed 1974-75 plus the full day after Thanksgiving.

When a holiday falls on a Saturday or Sunday, the first working day following the holiday shall be observed as the holiday; this may be modified by mutual agreement between the Union and the City.

DISABILITY LEAVE1. Duty Disability Leave

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, 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 leave shall not 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. Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workmen's Compensation for employees injured on the job by the difference between Workmen's Compensation and their normal weekly earnings, excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workmen's Compensation injury.
 - 2. After fifty-two (52) weeks of duty disability leave, if employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Workmen's Compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of his accrued sick leave only.
- (e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Workmen's Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

2. Non-Duty Disability Leave

- (a) Eligibility - Full time permanent salaried employees not yet age 65. New employees covered on first of month following employment. All qualified employees must participate.
- (b) Monthly benefits begin after 90 consecutive days of disability and will be 60% salary up to \$600 benefit per month exclusive of overtime or other pay additives.

XX. DISABILITY LEAVE (continued)

- (c) Monthly benefits will be paid when employee is certified by a qualified approved physician as being completely unable to engage in regular City occupation because of sickness or accidental bodily injury.
- (d) Employee to pay 50% of premium cost. Deducted from paycheck.
- (e) Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workmen's compensation and other government and employer sponsored benefits.
- (f) No evidence of insurability required.
- (g) Maximum duration - Sickness and accident to age 65.

It is understood that insurance agreements cannot take immediate effect.

XXI. EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.
- (b) "Immediate family" as applied to Section (a) is defined as wife, husband, child, brother, sister, parent and parent-in-law.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency may be granted as an advance in sick leave accumulation upon the approval of the City Manager.
- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family, upon the recommendation of the immediate supervisor and approval of the City Manager. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one day of funeral leave shall be allowed for travel.
- (e) "Immediate family" as applied to Section (d) is defined as wife, husband, child, brother, sister, parent and parent-in-law, and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.

XXI. EMERGENCY AND FUNERAL LEAVE (continued)

- (f) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.
- (g) If a death occurs to an employee's sister or brother-in-law, the employee may be granted three (3) days leave with pay which shall be charged to his accumulated sick leave. If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave.

An employee may elect to use earned vacation time in lieu of accumulated sick leave.

- (h) Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.
- (i) Additional leave may be granted in special cases subject to the approval of the City Manager.

XXII. JURY LEAVE

Any regular employee shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.

XXIII. LEAVE OF ABSENCE - WITHOUT PAY

- (a) Department Heads may grant leaves of absence without pay to regular employees for periods up to sixty (60) working days. Leaves in excess of sixty (60) working days must be approved by the City Manager.
- (b) A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the City Manager may make exceptions in emergency situations.
- (d) No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc. at his own expense.

XXIV.

MATERNITY LEAVE

- (a) A pregnant woman shall be entitled to a leave of absence not to exceed one year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two weeks from receipt of the written notification, to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an employee to qualify for a maternity leave, she must notify the City at least five months prior to the anticipated date of delivery. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave.
- (b) There shall be no accrual of seniority for an employee on leave of absence that exceeds one (1) year when such leave is granted under the provisions outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- (c) The City Manager shall have the right to place any pregnant employee on maternity leave at any time after the completion of the fourth month of pregnancy.

XXV.

MILITARY LEAVE

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty.

XXVI.

SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

- (a) The amount of Sick Leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee, except those employees hired after the Income Protection Disability Program is instituted shall accumulate no more than ninety (90) days sick leave. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his probationary period at which time he shall be credited

SICK LEAVE (continued)

with the number of hours he will have earned during his probationary period of service. Except for job-incurred disabilities, an employee who has not served his probationary period of service shall not be paid for his absence due to illness. Employee shall receive credit for a month worked for every month in which he worked or received compensation for fifteen (15) work days of that month as is current practice.

- (b) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.
- (c) A certification of illness or injury from a physician of the City Manager's choosing, at the City's expense may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- (d) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.
- (e) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his particular shift on the first day of his absence, unless other reporting agreements are made between the employee and his department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.
- (f) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which employee is entitled as of such date.
- (g) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years or his seniority, whichever is less. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his seniority.

XXVI. SICK LEAVE (continued)

- (h) Upon retirement an employee, or upon death the employee's estate, shall receive cash payment at his current daily regular rate of pay, excluding premium rates, for 50% of his accumulated sick time -- but not to exceed one hundred (100) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.
- (i) Employees who use not more than five (5) days sick leave and/or leave without pay per year shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave the employer shall receive at least twenty-four (24) hours notice.

XXVII. VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- (a) All regular employees with more than six (6) months but less than one (1) year seniority at the end of the fiscal year shall receive a pro-rate vacation at the rate of two (2) weeks per year; and two (2) weeks annual vacation with pay shall be awarded to all regular employees with more than one (1) year seniority. After five (5) years seniority, the following schedule shall apply:

Six years12 days
Seven years13 days
Eight years14 days
Nine years15 days
Ten years17 days
Fifteen years20 days

- (b) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (c) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 15 work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (d) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.
 - 1. On April 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30).

VACATION LEAVE (continued)

- (e) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the City Manager.
- (f) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to city-wide seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.
- (g) Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third week of vacation leave earned by ten-year service employees shall be at the discretion of the department head so that such third week schedule does not conflict with vacation leave requests of employees with less than ten years service.
- (h) Employees shall be entitled to vacation pay in any of the following instances:
 - 1. Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 - 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
 - 3. Any employee who has served six months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the rate of one day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the City to enter Military Service.
 - 4. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his vacation credits. Such agreement shall be reduced to writing.
- (i) Employees shall not be entitled to accrued vacation pay if any of the following applies:
 - 1. If an employee separates himself from the City by reason of absence without leave.

XXVII. VACATION LEAVE (continued)

2. If an employee fails to give at least five (5) working days notice in advance of termination date.
3. If a probationary employee leaves the employ of the City before completing his probationary period.

XXVIII. HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and his family.
- (b) The coverage paid by the City shall consist of the Blue Cross and Blue Shield M-75 semi-private plan presently provided to City employees and the additional coverage under the extended benefits rider known as Master Medical, together with applicable and available prescription plan.
- (c) Coverage of the employee's family shall include the employee, spouse and children under age 18.
- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixty (60) days after the date of signing this contract.

XXIX. LIFE INSURANCE

- (a) The City shall contribute to the full cost of providing term life insurance to all employees in the amount of \$10,000.00 value upon the death of said employee.
- (b) This insurance shall include coverage for accidental death and dismemberment.
- (c) Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from the group plan must be done by the employee with the City assuming no responsibilities for such conversion.

XXX. UNION BUSINESS

- (a) Regular employees elected to any Union office may, at the discretion of the City and upon written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union. Leaves granted for Union officers shall be without pay and written request from the Union for such leave must be submitted to the City Manager at least thirty (30) days prior to the starting date of said requested leave of absence.

Two representatives of the Union, elected as Local Union delegates to conventions shall be granted five days a year with pay. Also, two Union representatives may be granted

XXX. UNION BUSINESS (continued)

three days a year with pay to attend Union functions within a two-hundred mile radius from the City of Inkster.

- (b) Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted a leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the City Manager upon written request of the Union.
- (c) Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interests of the City by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he will return to this original position upon return of the employee on such leave of absence for Union Business.
- (d) Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- (e) The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.
- (f) Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the City Manager -- and if denied, shall be subject to a special conference.

XXXI. SAFETY COMMITTEE

A Safety Committee of employees and employer representative is hereby established. This committee will include two (2) representatives of the Union and two (2) Employer representatives as designated by the City Manager, and shall meet generally once a month at the request of either party during the regular working hours, for the purpose of making recommendations to the City Manager.

The Safety Committee shall prepare rules regarding procedures to be followed in processing complaints regarding unsafe equipment and/or work methods. Employee shall not be held responsible for equipment which has been reported to the foreman as mechanically defective. The employer will develop a safety program which will include the close inspection and repair by qualified personnel of all equipment.

XXXII. SPECIAL CONFERENCES

- (a) Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall

XXXII. SPECIAL CONFERENCES (continued)

not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

- (b) The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made.
- (c) Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

XXXIII. BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of the Union in a non-public area of related public buildings mutually agreed upon by the Union and the City Manager. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other location other than as designated.

XXXIV. UNIFORMS

Employees shall be provided uniforms at the City's expense according to the following schedule:

- (a) Refuse Collector -- one change every other work day.
- (b) Water and Sewer workers -- one change every work day.
- (c) Other employees -- two changes per work week.
- (d) Additional changes may be provided as required.

XXXV. JOB CLASSIFICATION AND PAY PLAN

- (a) City employees covered by this contract are assigned to classification titles and pay grades.
 - 1. Table I indicates the classification titles together with their pay grade assignment.
 - 2. Table II is the annual salary table consisting of pay grades. The normal salary sequence is as follows:

JOB CLASSIFICATION AND PAY PLAN (continued)

- . New employees would enter at the pay grade assigned to their classification at Step 1, and will advance to Step 1 1/2 after completion of six months service.
- . After the completion of an additional six months service, the new employee will advance to Step 2.
- . After completion of an additional twelve months of service, the employee will advance to Step 3.
- . Completion of an additional twelve months of service will advance the employee to Step 4.

An employee promoted from one classification to another which holds a higher pay grade will advance to the step of the new pay grade which conforms to his seniority in City service and will advance from such step to maximum in such promotional grade in accordance with such City seniority.

TABLE I

PAY TITLES AND GRADES

- (a) The following classifications are added with instituted 72-73 steps: (The following schedule is only used as a base to calculate increases and it is not meant to reflect actual wages paid prior to 7/1/73.)

	<u>S 1</u>	<u>S 1 1/2</u>	<u>S 2</u>	<u>S 3</u>	<u>S 4</u>
Housing Laborer	7588	7700	7900	8177	8385
Housing Custodian	7644	7800	7982	8200	8385
Housing Bldg. Maintenance Man	8650	8800	9000	9200	9490
Housing Lead Bldg. Maintenance Man	9321	9600	9900	10200	10738

- (b) The current pay grades are to be changed so that the following pay changes occur:

July 1, 1973...6% increase across board in all grades and steps.
 July 1, 1974...5% an hour increase in all steps except Step 1.
 July 1, 1975...5% an hour increase in all steps except Steps 1, 1 1/2 and 2.

- (c) No housing maintenance employee will earn less than his current salary plus the increase listed in (b) above. It is understood that the wage rates and effective date for them (Housing Employees) only must be approved by the Federal Government. If the approval is not given by HUD, the parties will meet to negotiate the matter. The City will seek immediate approval through HUD procedures.

SALARY RATE SCHEDULE

THE 6% SALARY INCREASE APPLIED TO GRADE AND STEP RATE SCHEDULE APPLICABLE TO
A F S C&M E - CITY CONTRACT FOR THE PERIOD OF JULY 1, 1973 THROUGH JUNE 30, 1974
IS AS FOLLOWS:

GRADE	STEP 1		STEP 1 1/2		STEP 2		STEP 3		STEP 4	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
26	6945	3.33	7102	3.40	7290	3.49	7662	3.67	8048	3.85
28	7290	3.49	7483	3.58	7662	3.67	8048	3.85	8461	4.05
29	7483	3.58	7662	3.67	7855	3.76	8254	3.95	8668	4.16
31	7855	3.76	8048	3.85	8254	3.95	8668	4.16	9109	4.36
32	8048	3.85	8254	3.95	8461	4.05	8888	4.26	9343	4.47
34	8461	4.05	8668	4.16	8888	4.26	9343	4.47	9811	4.70
35	8668	4.16	8888	4.26	9109	4.36	9577	4.59	10059	4.82
36	8888	4.26	9109	4.36	9343	4.47	9811	4.70	10307	4.94
37	9109	4.36	9343	4.47	9577	4.59	10059	4.82	10569	5.06
39	9577	4.59	9811	4.70	10059	4.82	10569	5.06	11093	5.31
41	10059	4.82	10307	4.94	10569	5.06	11093	5.31	11658	5.58
43	10569	5.06	10831	5.19	11093	5.31	11658	5.58	12250	5.87

CLASSIFICATION

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>	<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Account Clerk I	28	Park Maintenance Man II	37
Account Clerk II	31	Equipment Repairman	39
Account Clerk III	35	Utility Equipment Mechanic	41
Secretary I	29	Senior Utility Operator	41
Secretary II	35	Equipment Operator I	36
Clerk Typist I	26	Equipment Operator II	39
Clerk Typist II	29	Sign Painter/Maintenance Man	39
Deputy Court Clerk	32	Laborer	35
Violations Clerk	28	Sanitation Worker	35
Senior Draftsman	43	Water/Meter Serviceman	37
Custodial Matron	31	Water/Sewer Maintenance Man	36
Custodian	34	Pumping Station/Sewer Maint-	
Park Maintenance Man I	34	enance Man	37

THE 5% AN HOUR SALARY INCREASE APPLIED TO ALL GRADES (STEPS 1 1/2, 2, 3 & 4)
AFSC&ME - CITY CONTRACT FOR PERIOD OF JULY 1, 1974 THROUGH JUNE 30, 1975 is on
following table.

THE 5% AN HOUR SALARY INCREASE APPLIED TO ALL GRADES (STEPS 3 & 4)
AFSC&ME - CITY CONTRACT FOR PERIOD OF JULY 1, 1975 THROUGH JUNE 30, 1976
is on second table following.

SALARY RATE SCHEDULE

THE 5% AN HOUR SALARY INCREASE APPLIED TO ALL GRADES (STEPS 1 1/2, 2, 3, & 4) AFSC&ME - CITY CONTRACT FOR PERIOD OF JULY 1, 1974 THROUGH JUNE 30, 1975 IN ON FOLLOWING TABLE:

GRADE	STEP 1		STEP 1 1/2		STEP 2		STEP 3		STEP 4	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
26	6945	3.33	7457	3.57	7655	3.67	8045	3.85	8450	4.05
28	7290	3.49	7857	3.76	8045	3.85	8450	4.05	8884	4.25
29	7483	3.58	8045	3.85	8248	3.95	8667	4.15	9101	4.36
31	7855	3.76	8450	4.05	8667	4.15	9101	4.36	9564	4.58
32	8048	3.85	8667	4.15	8884	4.25	9332	4.47	9810	4.70
34	8461	4.05	9101	4.36	9332	4.47	9810	4.70	10302	4.93
35	8668	4.16	9332	4.47	9564	4.58	10056	4.82	10562	5.06
36	8888	4.26	9564	4.58	9810	4.70	10302	4.93	10822	5.18
37	9109	4.36	9810	4.70	10056	4.82	10562	5.06	11097	5.31
39	9577	4.59	10302	4.93	10562	5.06	11097	5.31	11648	5.58
41	10599	4.82	10822	5.18	11097	5.31	11648	5.58	12241	5.86
43	10569	5.06	11373	5.45	11648	5.58	12241	5.86	12863	6.16

CLASSIFICATION

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>	<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Account Clerk I	28	Park Maintenance Man II	37
Account Clerk II	31	Equipment Repairman	39
Account Clerk III	35	Utility Equipment Mechanic	41
Secretary I	29	Senior Utility Operator	41
Secretary II	35	Equipment Operator I	36
Clerk Typist I	26	Equipment Operator II	39
Clerk Typist II	29	Sign Painter/Maintenance Man	39
Deputy Court Clerk	32	Laborer	35
Violations Clerk	28	Sanitation Worker	35
Senior Draftsman	43	Water/Meter Serviceman	37
Custodial Matron	31	Water/Sewer Maintenance Man	36
Custodian	34	Pumping Station/Sewer Maintenance Man	37
Park Maintenance Man I	34		

SALARY RATE SCHEDULE

THE 5% AN HOUR SALARY INCREASE APPLIED TO ALL GRADES (STEPS 3 & 4) AFSC&ME - CITY CONTRACT FOR PERIOD OF JULY 1, 1975 THROUGH JUNE 30, 1976 IS ON FOLLOWING TABLE:

GRADE	STEP 1		STEP 1 1/2		STEP 2		STEP 3		STEP 4	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
26	6945	3.33	7457	3.57	7655	3.67	8447	4.05	8873	4.25
28	7290	3.49	7857	3.76	8045	3.85	8873	4.25	9328	4.47
29	7483	3.58	8045	3.85	8248	3.95	9100	4.36	9556	4.58
31	7855	3.76	8450	4.05	8667	4.15	9556	4.58	10042	4.81
32	8048	3.85	8667	4.15	8884	4.25	9799	4.69	10301	4.93
34	8461	4.05	9101	4.36	9332	4.47	10301	4.93	10817	5.18
35	8668	4.16	9332	4.47	9564	4.58	10559	5.06	11090	5.31
36	8888	4.26	9564	4.58	9810	4.70	10817	5.18	11363	5.44
37	9109	4.36	9810	4.70	10056	4.82	11090	5.31	11652	5.58
39	9577	4.59	10302	4.93	10562	5.06	11652	5.58	12230	5.86
41	10599	4.82	10822	5.18	11097	5.31	12230	5.86	12853	6.16
43	10569	5.06	11373	5.45	11648	5.58	12853	6.16	13506	6.47

CLASSIFICATION

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>	<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Account Clerk I	28	Park Maintenance Man II	37
Account Clerk II	31	Equipment Repairman	39
Account Clerk III	35	Utility Equipment Mechanic	41
Secretary I	29	Senior Utility Operator	41
Secretary II	35	Equipment Operator I	36
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Deputy Court Clerk	32	Laborer	35
Violations Clerk	28	Sanitation Worker	35
Senior Draftsman	43	Water/Meter Serviceman	37
Custodial Matron	31	Water/Sewer Maintenance Man	36
Custodian	34	Pumping Station/Sewer Maintenance Man	37
Park Maintenance Man I	34		

PAY CHANGES

- (a) Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.
- (b) Definitions for purposes of this article:
1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
 2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
 3. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
 4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
 5. Salary Step Increases shall mean an increase in compensation to the next higher step in the same pay range.
 6. Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.
- (c) Anniversary dates for pay change purposes:
- Establishment:
1. Original employment and re-employment: The date one year after the beginning of the probationary period and the corresponding date each year thereafter.
 2. Promotion: The date one year after the beginning of the probation period and the corresponding date each year thereafter.
 3. Transfer: The anniversary date remains unchanged.
 4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
 5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
 6. Postponement of anniversary date: Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.

XXXVI.

PAY CHANGES (continued)

(d) Compensation Determinations:

1. Original employment and re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.
2. End of Probation: The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his range, the increase is not automatic.
3. Anniversary date --
 - a. At the occurrence of each anniversary date, every employee who has not already obtained his highest salary step shall receive a salary step increase on such date provided one year has lapsed since the last increase.
4. Acting Assignment: Employees on acting assignment to a higher position class for more than thirty (30) consecutive days shall be paid within the pay range allocated to such class at the first salary step in such range which is higher than the salary received immediately before such acting assignment is made. (Duration of acting assignment shall be determined by the needs of the service.)
5. Transfers: An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.
6. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.

- (e) Effective date of changes in compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

XXXVII.

LONGEVITY PAY

- (a) Longevity Pay will be paid employees according to the following schedule based on the service as an employee of the City of Inkster.

XXXVII. LONGEVITY PAY (continued)

1. Seventy five (\$75) Dollars for six (6) years of service to be paid upon completion of the sixth (6th) year and sixteen (\$16) Dollars additional per year for every year thereafter to a maximum of Three Hundred and Thirty Five (\$335) Dollars.

(b) Longevity Pay will be paid once a year in July for employees eligible for longevity on November of 1961 and on the anniversary date for all employees thereafter.

XXXVIII. CREDIT UNION SERVICE DEDUCTION

All credit union payroll deductions shall be transmitted to the Co-op Services Credit Union by the tenth (10th) day of the month following the payroll deduction.

XXXIX. PENSION PROGRAM IMPROVEMENT

The City shall on or before September 1, 1973 present a pension program improvement or a new pension plan for consideration by the Bargaining Unit.

XXXX. MEDICAL/DENTAL IMPROVEMENTS

If any medical/dental plan improvements are provided other bargaining units the City agrees to provide same to AFSC&ME Bargaining Unit.

XXXXI. DURATION

This Agreement shall become effective as of the 1st day of July, 1970, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 1973, and from year to year thereafter unless either party hereto shall notify the other in writing by the March 1st prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union; Inkster, Michigan -- and if to the City, addressed to the City Manager, 2121 Inkster Road, Inkster, Michigan, or to any such address as the Union or the City may make available to each other.

XXXXII. EXTENSION

In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 13th day of September, 1973.

FOR THE UNION:

B. DeHart
Ben DeHart

Reiven M. Holt
Reiven Holt

Virginia Martyn
Virginia Martyn

Samuel Hunter
Samuel Hunter

FOR THE CITY:

Edward Bivens Jr
Mayor - Edward Bivens, Jr.

David S. Williams
City Manager - David S. Williams

Robert Shaw
Director, D.P.S. - Robert Shaw

I. Brisbane
Administrative Assistant - I. Brisbane

Betty G. Miller
City Clerk - Betty Miller

RESOLUTION

73-7-345. RESOLVED by Councilman Daniels, seconded by Councilman Hamlin, that Council does hereby ratify the negotiated modifications to the existing Contractual Agreement between the City of Inkster and Local 290 of the American Federation of State, County, and Municipal Employees for the three-year period effective July 1, 1973 to June 30, 1976; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute said contract on behalf of the City of Inkster.

YEAS: Councilmen Daniels, Cullen, Stapleton, Colleran, Hamlin, and Mayor Bivens,
NAYS: None.
ABSENT: Councilman LeCesne.

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Council of the City of Inkster, Wayne County, Michigan, at a Regular Meeting held on July 16, 1973.

Betty G. Miller
Betty G. Miller
City Clerk
Inkster, Michigan