

6-30-74

Jackson

LABOR AGREEMENT

UNIT # 2

UNITED STEEL WORKERS OF AMERICA

AFL / CIO, CLC

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

= INDEX =

PREAMBLE

Page Number

ARTICLE NO.

I	..	RECOGNITION	1
II	..	AGENCY SHOP	1 - 4
III	..	MANAGEMENT	4
IV	..	ASSIGNABILITY	5
V	..	PENSIONS	5
VI	..	PLANT VISITATION	5 - 6
VII	..	RELEASED TIME	6
VIII	..	BULLETIN BOARDS	6
IX	..	WAGES	7 - 11
		1. Rates of Pay	7
		2. Cost of Living	7 - 8
		3. Call In Pay	9
		4. Reporting Pay	9
		5. Temporary Assignment	9 - 10
		6. Injured Employees	10 - 11
X	..	HOURS OF WORK & OVERTIME	11
		1. Work Day	11
		2. Work Week	11
		3. Overtime	11 - 12
		4. Coffee Break	12
XI	..	GRIEVANCE PROCEDURE	12 - 16
XII	..	STRIKES & LOCKOUTS	16

ARTICLE NO.

Page Number

XIII	..	SAFETY	17
XIV	..	HOSPITALIZATION/ LIFE INSURANCE	18
XV	..	HOLIDAYS	19 - 20
XVI	..	VACATIONS	21 - 22
XVII	..	SENIORITY	23
		1. Probationary Period	23
		2. Loss of Seniority	23
		3. Employment after Layoff	23 - 24
		4. Training	24
		5. Physical Ability	24
XVIII	..	MISCELLANEOUS	24
		1. Jury Duty	24
		2. Funeral Leave	25
		3. Legality	25
		4. Vacancies	25
		5. Mutual Protection	26
		6. Sick Leave	27
		7. Transportation (Automobile) Allowance	28 - 29
		8. Military Service	29
XIX	..	LABOR/MANAGEMENT COMMITTEE	30
XX	..	CITY ORDINANCES	30
XXI	..	DURATION	30 - 31
		ADDENDUM	32
		APPENDIX <u>A</u>	
		APPENDIX <u>B</u>	

= AGREEMENT =

THIS AGREEMENT, entered into this _____ day of _____, 1972, by and between the CITY OF JACKSON, in the State of Michigan, hereinafter referred to as the Employer, and the UNITED STEEL WORKERS OF AMERICA, AFL/CIO, CLC., on behalf of Local Union No. 14168, UNIT #2, hereinafter referred to as the Union,

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all employees performing work within any of the Classifications set forth in APPENDIX A.

ARTICLE II

AGENCY SHOP

Section 1. All employees covered by this Agreement who voluntarily are, or, who voluntarily become, members of the Union in good standing following the

date of signing of this Agreement, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement, or shall pay Union dues in accordance with the provisions of Section 2, hereof.

Section 2. Any employee covered by this Agreement who is not, or does not become a Union member, shall be required, within Thirty (30) Days from the effective date hereof, or, in the case of a new employee, within Thirty (30) Days from the date of such employment, as a condition of employment, to have an amount equal to the Union monthly dues, but in the case of a present employee, not to include any initiation fees or other assessments, deducted from his wages in the same manner as checkoff Union dues; provided, however, that initiation fees and lawful assessments shall be deducted from the wages of employees hired after the date of this contract.

Seasonal employees who do not receive normal fringe benefits shall not be eligible for Union membership nor subject to the agency shop provisions of this contract and will not be subject to deductions for membership dues nor initiation fees.

Employees not otherwise exempt, who fail to comply with Section 1 and Section 2 hereof, shall, if such failure is not corrected within Fifteen (15) Days after

written notice to the Employer by the Union, forfeit their right to continued employment by the City.

Section 3. Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every second pay period of the month, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues. Said deductions shall be immediately forwarded to Mr. Walter J. Burke, Secretary-Treasurer, United Steel Workers of America, AFL/CIO, CLC., 1500 Commonwealth Building, Pittsburgh, Pa., 15222. A checkoff list shall accompany the deductions, setting forth the name of the employee and the amount of dues and initiation fees, and a copy thereof shall be forwarded to the Financial Secretary of the Local Union.

Section 4. The Union agrees to furnish to the City written authorizations, in suitable legal form for such pay deductions, from its members and to present such forms forthwith to all employees covered by this Agreement who are non-members for signature. In the event the Union, after a good faith effort, fails to procure the signature of such non-members, it shall notify the City forthwith.

Section 5. The Union shall initially notify the City as to the amount of dues, initiation fees or assessments, to be deducted. Such notification will be made to the City in writing over the signature of the authorized officers of the Union.

Changes in Union membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

Section 6. The Union will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any checkoff of Union dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

Section 7. The Union agrees to refund to the City any amount paid to it in error, on account of the provisions of this Article, upon presentation of proper evidence thereof.

ARTICLE III

MANAGEMENT

The Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, subject to the seniority rights as defined herein, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

ARTICLE IV

ASSIGNABILITY

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the regular status, ownership or management of either party herein.

ARTICLE V

PENSIONS

All employees eligible for membership in the City Employees' Retirement System shall come under the terms of the Employees' Retirement Plan. Employer agrees to meet with the Union and other affected employee groups to negotiate regarding Union proposals for improvement of benefits in the Pension Program. Said meeting shall be held within Thirty (30) Days after notice to the City by the Union of its desire to meet for said purpose.

ARTICLE VI

PLANT VISITATION

Authorized representatives of the International Union shall be permitted to visit the operations of the Employer during working hours to talk with Officers, Committeemen, and Stewards of Local Union No. 14168, and/or representatives of

the Employer concerning matters covered by this Agreement.

ARTICLE VII

RELEASED TIME

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay for Union purposes, with the approval of the respective Department Heads, including negotiations with the City, and settlement of grievances arising under this contract.

ARTICLE VIII

BULLETIN BOARDS

The Employer will provide the Union bulletin board space in each department and/or garage, to be used for the following purposes:

- 1) Notices of recreational and social events of the Union.
- 2) Notices of Union election.
- 3) Notices of results of Union elections.
- 4) Notices of meetings of the Union.
- 5) Such other notices as receive the prior approval of the Department Heads.

Such space shall be identified with the name of the Union and the Union will designate persons responsible therefor and forthwith inform the City of the names of such persons.

ARTICLE IX

WAGES

Section 1. Rates of Pay. The Wage Schedule shall be that set forth in the City Classification/Compensation Ordinance, except that the same shall be amended to provide a salary increase of 1.4 Percent, together with the 4.1 Cost of Living Increase already being paid, effective July 1, 1972, making a total increase of 5.5 Percent over the Salary Schedules in effect immediately prior to said date. A copy of said Pay Schedule for the employees covered by this Agreement is attached hereto as APPENDIX B, and made a part hereof. During the second year of this contract, to-wit: Effective July 1, 1973, a further amendment to said Compensation Ordinance shall be made to provide an additional increase of 4.1 Percent in wages for all employees covered by this Agreement.

Section 2. Cost of Living. It is further agreed that the Cost of Living provisions of said Classification/Compensation Ordinance shall be amended to substitute for the present provisions, in the case of employees covered by this Agreement, the following:

- a) The Cost of Living Index (all items in the Consumer's 1967 Series equal 100% for the City of Detroit, as prepared by the United States Bureau of Labor Statistics for January 1, 1973, shall be used as the

initial base. Wage rates as established July 1, 1972, shall not be reduced, regardless of decreases in said Cost of Living Index.

- b) Payment shall be determined by paying one cent per hour for each three-tenths percent increase during such month, or a decrease by one cent per hour for each three-tenths percent decrease during such month, computed on the actual hours worked during the month.
- c) Such Cost of Living payment shall be paid in a lump sum quarterly, to the employee for those months in which the Cost of Living increase reached said .3% with the first payment to be made July 1, 1973, for the quarter commencing January 1, 1973 through March, 1973, and at the conclusion of each succeeding quarter during the term of this contract.
- d) No cost of living payment shall be due for any individual month during which said Consumers Price Index did not increase by three-tenths of one percent but such increase as may have occurred shall be accumulated in successive months until such three-tenths of one percent figure is attained, for which month payment in the

foregoing manner shall become due. Cost of living increments of less than three-tenths percent for any month shall not be paid for such month but shall be carried over for accumulation and payment with the succeeding month's increase.

Section 3. Call In Pay. An employee called in for work between regularly scheduled shifts shall be given not less than two (2) hours work at one and one-half times his regular rate. If such work does not extend for two hours, and more than one call-in occurs within the two-hour period, subsequent call-ins shall be considered continuation of the original call-in. Where call-ins are separated by more than two hours, additional call-in periods shall be paid. When a call-in occurs less than two hours before the start of a regular shift, the employee shall be paid for the overtime worked, or one hour at one and one-half times regular pay, whichever is larger.

Section 4. Reporting Pay. An employee who reports for work at his regular starting time and who has not been given at least twelve hours previous notice not to report, shall receive a minimum of four hours straight time pay.

Section 5. Temporary Assignment. Employees temporarily assigned to job classifications paid a higher rate than their regular rate shall be paid in

accordance with Section 1.276 (1), Chapter 8, Title I, of the Code of the City of Jackson, except that the City agrees to amend said Section to read as follows:

1.276. Special Salary Provisions

(1) Plus Rates for Special Skills. In any case when an employee is temporarily required to serve in and accept responsibility for work in a higher class of position for two (2) weeks or more, such employee shall receive the entrance salary rate of that class, or his present rate plus one Step, whichever is higher, while so assigned, subject to the approval of the City Manager.

In case an employee is assigned in charge of one or more persons in positions of the same class grade, such employees shall be paid at the corresponding step rate in the next higher salary schedule upon recommendation of the Department Head and approval of the City Manager.

Section 6. Injured Employees. An employee suffering an injury shall be paid in accordance with the provisions of the City Classification/Compensation Ordinance, being Section 1.286, Chapter 8, Title I, of the Code of the City of Jackson, as follows:

"Any officer or employee of the City who suffers an injury or illness as a result of a service-connected accident or condition, shall be granted, upon proper authorization by the City Manager, leave with full pay for a period not to exceed three calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine calendar months at the discretion of the City Manager. The

City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City and any extension of time beyond three months will not be arbitrarily withheld in the face of such satisfactory medical evidence.

Provided further, that a deduction shall be made to the extent of any sums the officer or employee may receive from any compensation fund to which the State, County, or City contribute. In the event of service-connected illness or injury resulting in extended absence, the employee may elect to supplement any Workmen's Compensation benefits to which he is entitled by use of ordinary sick leave credit and vacation leave credit to the maximum extent of such credit. "

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1. Work Day. The regular work day shall consist of eight (8) hours during a twenty-four (24) hour period.

Section 2. Work Week. For the purpose of computing overtime or allowable compensatory time within a work week, the work week shall start on Monday, at the normal starting time of the job of the employee, and shall end at the same time on the following Monday.

Section 3. Overtime. Employees in this Unit shall be compensated for authorized overtime work at the rate of time and one-half in cash. Such overtime, however, may be compensated for by compensatory time off at

time and one-half, in the discretion of the Department Head, with consideration given to the wishes of the employee. Hours worked in excess of the prescribed hours per week shall be so compensated and in the case of permanent hourly employees, all work in one day in excess of eight hours shall be so compensated. In no event, however, shall such employee receive such overtime pay for the same overtime work on both the daily and the weekly basis.

Overtime will be distributed as equally as possible within job classifications based upon provisions of seniority. Overtime outside job classifications will be based upon department seniority within this Agreement, provided, the employee has the demonstrated competence to do the work.

Section 4. Coffee Break. There shall be two (2) fifteen (15) minute coffee breaks each day worked. The City agrees to provide lounge facilities in City Hall for coffee breaks for those whose duties require them to work therein. Others required to work outside said building shall have the right to go to the nearest coffee shop for such coffee breaks.

ARTICLE XI

GRIEVANCE PROCEDURE

Should any differences, disputes, or complaints as to wages, hours, or

working conditions arise under the provisions of this Agreement, such differences shall be resolved in the following manner:

- 1) The aggrieved employee shall take his grievance to the foreman of the department involved. The department steward may accompany the aggrieved employees.
- 2) If not resolved, the aggrieved, together with a member of the Local Grievance Committee, and the department steward, may take the grievance to the Department Head.
- 3) If not resolved, a written grievance with all parties, facts and information listed, may be submitted to the City Manager and a meeting held between members of the Local Grievance Committee and the City Manager.
- 4) If the grievance is still unresolved, the International Representative and the Local Grievance Committee may discuss the grievance with the City Manager.
- 5) Effective November 1, 1972, and limited to grievances occurring thereafter, any unresolved grievance which

relates to the interpretation, application, or enforcement of a provision of this Agreement, or any written supplementary Agreement, and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:

- a) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen calendar days from the final action taken on such grievance under the last Step in the Grievance Procedure in Step 4 of the Grievance Procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.
- b) The City and the Union shall attempt to agree upon an arbitrator within Ten Days after the receipt of notice, pursuant to Section (a), and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator, under its rules.

- c) The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the provisions of this Agreement, and he shall be without power and authority to make any decision:
 - 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
 - 2. Granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

- d) The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs or change existing job content, or to establish work standards.

- e) The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.

- f) The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City.

- g) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter

shall be referred back to the parties without decision or recommendations on the merits of the case.

- h) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and the Union Grievance Committee shall not apply to their participation in arbitration cases.
- i) Notwithstanding, the time limitation stated with reference to use of such arbitration procedures in grievance matters, any employee discharged between August 4, 1972, and November 1, 1972, may avail himself of the compulsory arbitration procedure, in lieu of present Civil Service procedures, if he so desires.

ARTICLE XII

STRIKES AND LOCKOUTS

The Union agrees that there will be no strikes, slowdown, or other interruption of work by any of its members during the term of this Agreement, but that

any disputes or differences shall be taken up under the Grievance Procedure of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII

SAFETY

Safety rules and regulations issued by the City, State and Federal Government for the health and safety of the employees and the public, shall be strictly adhered to. The Union and the Employer shall cooperate in enforcing all such measures.

The Union and the Employer shall establish a joint safety and health committee comprised of five (5) members appointed by the Union and five (5) members appointed by the Employer. Said Committee shall hold regularly scheduled bi-monthly meetings, to transact legitimate safety and health business. Special meetings to consider and act on safety and health matters may be called for by any six (6) members of the Committee.

The Safety Committee members shall be afforded time off without loss of wages to attend regular and special Safety Committee meetings. Minutes of Safety Committee meetings shall be prepared and distributed to all members

of the Committee, to the President of the Local Union, and to its International Representative.

ARTICLE XIV

HOSPITALIZATION / LIFE INSURANCE

Section 1. The Employer will provide and pay the cost of a Medical, Surgical, and Hospitalization Plan, designated MVF 2, for all regular full time employees, including their spouses and dependent children under nineteen years of age in all cases where full family coverage is not provided and paid for by the spouse's employer; provided, however, that in the event of disability of an employee with resulting incapacity to work, the City will continue to pay the premiums of said insurance and on the insurance provided for in Section 2 hereof, only for the period of time equal to such employee's accrued sick leave or for a period of six months during such disability, whichever period is the greater.

Section 2. The Employer will provide a Five Thousand (\$5,000.00) Dollar Life Insurance Policy with double indemnity provisions for regular full time employees at no cost to the employee.

ARTICLE XV

HOLIDAYS

Section 1. All employees covered by this Agreement shall receive holidays in accordance with the provisions of the City Classification Plan, being Section 1.283, Chapter 8, Title I, of the Code of the City of Jackson, as follows:

The first day of January	New Year's Day
The third Monday of February	Washington's Birthday
The Friday immediately preceding Easter.	Good Friday
The last Monday in May	Memorial Day
The fourth day of July	Independence Day
The first Monday in September	Labor Day
The fourth Monday in October	Veteran's Day
The fourth Thursday in November	Thanksgiving Day
The Friday immediately after Thanksgiving	
The twenty-fifth day of December	Christmas

One additional holiday to be determined each year in July by the Union in concurrence with the Employer. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor, upon the approval of the City Commission.

Section 2. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall receive his full vacation and an allowance for the holiday as herein provided, in accordance with the provisions of the City Classification/Compensation Plan, being Section 1.283, Chapter 8, Title I, of the Code of the City of Jackson.

Section 3. Any holiday which falls on a Sunday shall be celebrated on the following Monday; holidays which fall on Saturday shall be celebrated on the Friday before the holiday, in accordance with the provisions of the City Classification/Compensation Plan, being Section 1.283, Chapter 8, Title I, of the Code of the City of Jackson.

Section 4. All work performed on any of the holidays listed in Section 1.283, shall be paid for at one and one-half times the regular rate, plus regular rate holiday pay, irrespective of the number of hours worked in the work week, as provided in the Compensation Ordinance.

Section 5. To qualify for holiday pay, the employee must report for work on his regularly scheduled work day, prior to and immediately after his scheduled holiday, unless he is on vacation, or is otherwise excused by his supervisor.

ARTICLE XVI

VACATIONS

Employees shall receive vacation leave with pay as hereinafter provided:

	<u>Days Per Year Vacation Leave</u>
Employees with ONE (1) YEAR of service but less than five (5) years of service ...	Ten (10)
Employees with FIVE (5) YEARS of service, starting with the calendar year in which they attain such service	Twelve (12)
Employees with SEVEN (7) YEARS of service starting with the calendar year in which they attain such years of service...	Fifteen (15)
Employees with FIFTEEN (15) YEARS of service starting with the calendar year in which they attain such years of service..	Twenty (20)

Vacation credit shall accrue at the rate of one-half of the employee's current annual vacation leave for each six months of continuous service. Provided, an employee shall be entitled to accumulate not more than one calendar week in addition to his current annual vacation allowance, except that an employee with ten or more years of service shall be entitled to accumulate not more

than two (2) calendar weeks in addition to his current annual vacation allowance. Such leave may normally be granted in periods of not less than one week and not more than the maximum accumulation allowed.

Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Scheduling of vacation period shall be based upon departmental seniority subject to the needs of the department. Requests for vacation scheduling will not be unreasonably withheld.

Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave.

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance. The Personnel Assistant shall keep necessary records of vacation leave credit earned and vacation taken. Department Heads shall schedule vacation leave with particular regard to seniority of employees and in accord with operating requirements, and, insofar as possible, with the written request of the employees.

ARTICLE XVII

SENIORITY

Seniority, as defined in the City Classification/Compensation Plan, shall be in the following order:

- 1) Seniority in Job Classification
- 2) Seniority Department-wide within this Agreement; and
- 3) Seniority Unit-wide.

Section 1. Probationary Period. The probationary period of the employees covered by this Agreement shall be Ninety (90) consecutive calendar days, starting from the date of hire or promotion, extendable as to any employee by the Employer by an additional Thirty (30) Day period; provided, however, that written notice be given to the employee and to the Union prior to the expiration of the Ninety (90) Day period, in the event of such extension.

Section 2. Loss of Seniority. An employee shall lose his seniority and will be taken off the seniority list if: (1) he quits; (2) he is discharged and not reinstated; or (3) he retires.

Section 3. Employment After Layoff. Layoff shall be by order of seniority within the Unit. Each employee on layoff shall be notified by the Employer of the first opportunity for re-employment; such notice of recall is to be

given in writing to such employee's last known address filed with the Employer. Any employee who fails to accept an offer for re-employment within Seventy-two Hours after receipt of notice, or who shall fail to report for work at any time designated thereafter by the Employer, shall thereupon forfeit his seniority rights with respect to employment.

Section 4. Traning. The Employer will endeavor, when practicable to retrain employees whose present jobs may be eliminated or temporarily abolished due to curtailment of operations, automation or technological changes, to the extent that positions are available for retraining.

Section 5. Physical Ability. If an employee is physically unable to perform his regular job assignment due to health or other physical reasons and, at the same time, is physically able to satisfactorily perform other job assignments within the bargaining Unit, the Employer will endeavor to assign the employee to another job assignment in line with his seniority and ability.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Jury Duty. The Employer will pay an employee performing Jury Duty requiring absence from his regularly scheduled work the difference in his Jury pay and the employee's regular wages.

Section 2. Funeral Leave. In the event of death in the employee's immediate family, which is defined to include: parents, spouse, children, sisters and brothers, grandparents, grandchildren, and immediate in-laws, the employee shall be entitled to one (1) day of funeral leave with pay for attendance at funerals as indicated, without charging said one (1) day against sick leave or vacation leave. Funeral leave in excess of one (1) day shall be charged against sick leave or vacation.

Section 3. Legality. In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 4. Vacancies. Current provisions for filling all promotional vacancies within the Unit shall be utilized except that such procedures shall be amended to provide:

- 1) Notice of all vacancies within the bargaining Unit will be posted in all appropriate departments in the Unit;
- 2) Where three or more applicants are determined to qualify based on seniority and ability, and are

certified after the examination, one will be appointed if he meets the criteria of seniority and competency;

- 3) If less than three (3) are certified as qualified, the Department Head may call for an open competitive examination with approval of the City Manager;
- 4) The City Manager and the Department Head will review personally all recommendations for appointment on promotion to vacancies within the Unit, to assure compliance with the criteria of seniority and ability; and
- 5) Any employee passed over in the promotion process who feels aggrieved as the result of alleged arbitrary or capricious action on the part of the City Manager or the Department Head, may utilize the Grievance Procedure.

Section 5. Mutual Protection. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any Court, or other legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it

shall be made, and said party, after actual notice of same, shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance, or complaint, and after all available procedures are fully exhausted.

Section 6. Sick Leave. Effective with the initial date of employment every employee, except temporary and seasonal employees, shall be granted one (1) work day sick leave allowance for each completed calendar month of service from which shall be subtracted any paid sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness or injury, when quarantined, or in the event of a serious illness or death in the employee's immediate family. All foreseeable leave for such purposes shall require specific prior approval of the Department Head. In the event of sick leave for any purpose, the Department Head may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved. A doctor's certificate shall not be required unless the employee has been absent on sick leave for four (4) consecutive days, or has been absent on sick leave for more than four (4) instances in any one (1) year. The immediate family for these purposes shall be construed to include the spouse,

parents, children, brothers and sisters in any case, and also shall include grandparents, grandchildren, and immediate in-laws.

An employee shall notify his Superintendent or the Superintendent's representative at the Employer's Office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent. It is understood and agreed that sick leave time used will be counted as time worked for the purposes of computing overtime pursuant to the provisions of ARTICLE X, Section 3, of this Contract.

Section 8. Transportation Allowance. Any employee required to provide his own transportation in the performance of the job, shall receive compensation thereafter in accordance with the City Classification/Compensation Ordinance, being Section 1.281, Chapter 8, Title I, of the Code of the City of Jackson, as follows:

Automobile Allowance.

- a. An officer or employee of the City who is required and specifically authorized by the City Manager to use his personally-owned automobile in the conduct of City business shall be paid monthly therefor at the rate of ten cents per mile, but in no instance, in excess of Sixty (\$60.00) Dollars per month.

b. In the event of irregular or occasional necessity for travel with the use of a personally-owned automobile in the conduct of City business or other authorized travel, the City Manager, with the approval of the Department Head, shall authorize a mileage allowance of ten cents per mile for such travel.

Section 9. Military Service

Military Leave shall be granted employees in accordance with the provisions of the City Classification/Compensation Plan, being Section 1.287, Chapter 8, Title I, of the Code of the City of Jackson, as follows:

a. Any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen calendar days in one year. During such leave the City shall pay the difference, if any, between regular City pay and military pay. This computation will not include military week-end pay. Such leave of fifteen calendar days shall also be granted to employees who have at least five

years of continuous service with the City and are called to or volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

ARTICLE XIX

LABOR/MANAGEMENT COMMITTEE

IT IS AGREED, that there will be created a Labor/Management Committee, consisting of four Union members and four Management representatives, to periodically discuss departmental problems, not including any matters covered by the Grievance Procedure hereinbefore set forth.

ARTICLE XX

All matters not specifically agreed upon or provided for in this Agreement shall be governed by applicable City Ordinances and regulations. In the event of any conflict between such Ordinances and regulations, and this Contract, the provisions of this Contract shall supercede.

ARTICLE XXI

DURATION. This Agreement shall become effective on the date of execution

and shall remain in full force and effect to and including the 30th day of June, 1974. Said Agreement shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement.

The party desiring the change or modification must notify the other party to this Agreement in writing not less than Ninety Days prior to the expiration date of this Agreement, or not less than Ninety Days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than Thirty Days prior to the expiration date in the year in which the notice is given.

= ADDENDUM =

A. Should the City create new job positions or hire additional personnel in job classifications within the unit by virtue of participation under the Emergency Employment Act of 1971 on or after November 10, 1972, the creation of such positions and the method of filling such vacancies shall be subject to mutual agreement between the City and the Union. These same conditions shall apply to any other State or Federally funded program in which the City may in the future participate if other than the ordinary procedures are to be followed in the filling of such job positions as are created in said program.

B. Where overtime worked extends the regular work day at either its beginning or end, one fifteen (15) minute break shall be allowed for each two hours of such overtime. If conditions are of such an emergency nature as to not permit the granting of said break periods, fifteen (15) minutes additional pay shall accrue for each two hours worked.

C. Parking. The City will provide and maintain, at no cost to the employee, assigned parking space within a two block distance from the building in which the employee works.

D. Except within the Office of the City Treasurer, and the Office of the City Clerk, no seasonal employees shall be hired for durations of more than Ninety (90) Days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF JACKSON, MICHIGAN, a
Municipal Corporation,

By _____
James E. Malone, City Manager

UNITED STEEL WORKERS OF
AMERICA, AFL - CIO - CLC

By _____
International President

District Director

By _____
International Vice-President

District Representative

By _____
International Secretary-Treasurer

LOCAL UNION NO. 14168, UNIT #2

By _____

By _____

By _____

By _____

APPROVED AS TO FORM

C. Edwin Carraher
City Attorney

Dated: _____
at Jackson, Michigan
CEC/fkc

ATTEST: Funds to pay benefits agreed
to in the above Contract are provided
for in the 1972-1973 Budget.

By _____
Herbert M. Conway, City Clerk

SCHEDULE I
United Steelworkers of America - Unit II

BASE PAY RATES

LONGEVITY PAY RATES

Class Grade	Pay Basis	Minimum 1st Year	Next Year	Next Year	Next Year	Maximum After 4 Years	LONGEVITY PAY RATES		
							7 Years Service*	12 Years Service*	18 Years Service*
1	Annual	\$---	\$3892.00	\$4085.00	\$4278.00	\$4514.00	\$4630.00	\$4746.00	\$4861.00
	Bi-wkly	---	149.69	157.12	164.54	173.62	178.08	182.54	186.96
2	Annual	3892.00	4085.00	4278.00	4514.00	4746.00	4861.00	4981.00	5098.00
	Bi-Wkly	149.69	157.12	164.54	173.62	182.54	186.96	191.58	196.08
3	Annual	4085.00	4278.00	4514.00	4746.00	4981.00	5098.00	5214.00	5331.00
	Bi-Wkly	157.12	164.54	173.62	182.54	191.58	196.08	200.54	205.04
4	Annual	4278.00	4514.00	4746.00	4981.00	5214.00	5331.00	5486.00	5601.00
	Bi-Wkly	164.54	173.62	182.54	191.58	200.54	205.04	211.00	215.42
5	Annual	4514.00	4746.00	4981.00	5214.00	5486.00	5601.00	5758.00	5874.00
	Bi-Wkly	173.62	182.54	191.58	200.54	211.00	215.42	221.46	225.92
6	Annual	4746.00	4981.00	5214.00	5486.00	5758.00	5874.00	6032.00	6185.00
	Bi-Wkly	182.54	191.58	200.54	211.00	221.46	225.92	232.00	237.88
7	Annual	4981.00	5214.00	5486.00	5758.00	6032.00	6185.00	6342.00	6498.00
	Bi-Wkly	191.58	200.54	211.00	221.46	232.00	237.88	243.92	249.92
8	Annual	5214.00	5486.00	5758.00	6032.00	6342.00	6498.00	6654.00	6807.00
	Bi-Wkly	200.54	211.00	221.46	232.00	243.92	249.92	255.94	261.81
9	Annual	5486.00	5758.00	6032.00	6342.00	6654.00	6807.00	7004.00	7159.00
	Bi-Wkly	211.00	221.46	232.00	243.92	255.92	261.81	269.38	275.35
10	Annual	5758.00	6032.00	6342.00	6654.00	7004.00	7159.00	7353.00	7508.00
	Bi-Wkly	221.46	232.00	243.92	255.92	269.38	275.35	282.81	288.77
11	Annual	6032.00	6342.00	6654.00	7004.00	7353.00	7508.00	7705.00	7897.00
	Bi-Wkly	232.00	243.92	255.92	269.38	282.81	288.77	296.35	303.73
12	Annual	6342.00	6654.00	7004.00	7353.00	7705.00	7897.00	8093.00	8287.00
	Bi-Wkly	243.92	255.92	269.38	282.81	296.35	303.73	311.27	318.73
13	Annual	6654.00	7004.00	7353.00	7705.00	8093.00	8287.00	8482.00	8675.00
	Bi-Wkly	255.92	269.38	282.81	296.35	311.27	318.73	326.23	333.65
14	Annual	7004.00	7353.00	7705.00	8093.00	8482.00	8675.00	8911.00	9105.00
	Bi-Wkly	269.38	282.81	296.35	311.27	326.23	333.65	342.73	350.19
15	Annual	7353.00	7705.00	8093.00	8482.00	8911.00	9105.00	9337.00	9572.00
	Bi-Wkly	282.81	296.35	311.27	326.23	342.73	350.19	359.12	368.15
16	Annual	7705.00	8093.00	8482.00	8911.00	9337.00	9572.00	9804.00	10036.00
	Bi-Wkly	296.35	311.27	326.23	342.73	359.12	368.15	377.08	386.00
17	Annual	8093.00	8482.00	8911.00	9337.00	9804.00	10036.00	10270.00	10505.00
	Bi-Wkly	311.27	326.23	342.73	359.12	377.08	386.00	395.00	404.04
18	Annual	8482.00	8911.00	9337.00	9804.00	10270.00	10505.00	10777.00	11050.00
	Bi-Wkly	326.23	342.73	359.12	377.08	395.00	404.04	414.50	425.00
19	Annual	8911.00	9337.00	9804.00	10270.00	10777.00	11050.00	11322.00	11596.00
	Bi-Wkly	342.73	359.12	377.08	395.00	414.50	425.00	435.46	446.00
20	Annual	9337.00	9804.00	10270.00	10777.00	11322.00	11596.00	11907.00	12178.00
	Bi-Wkly	359.12	377.08	395.00	414.50	435.46	446.00	457.96	468.38

* Including one year at preceding rate.

Adopted: _____

Effective July 1, 1972