

2909

8/31/95

AGREEMENT

Between

CITY OF BATTLE CREEK

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 586, UNIT 26**

September 1, 1992

to

August 31, 1995

Battle Creek, City of

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AGREEMENT

THIS AGREEMENT entered into as of this _____ day of January, 1993, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and LOCAL 586, UNIT 26 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City and its employees. Recognizing that the interest of the community and the job security of the employees depends upon the City's ability to continue to provide proper service to the community, the City and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 - GENERAL

Section 2.1 - Recognition: The City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all full-time permanent and part-time permanent as defined herein, non-supervisory employees performing technical, clerical and professional duties for the City and who occupy, or who during the life of this Agreement occupy, the job classifications set forth in Appendix "A" that is attached hereto and by this reference made a part hereof. The City agrees that during the life of this Agreement it will not promote, aid or recognize any other labor organization as the collective bargaining agent for the employees covered by this Agreement.

- (a) Any employee that is employed on a temporary basis with funding from the federal government for the primary purpose of employment training or creating temporary employment shall not be covered by this Agreement, however, if the employee remains employed for more than six (6) months, he will, on the first day following such six (6) month period, automatically be covered by this Agreement and be treated on that date on the same basis as a new hire.

- (b) Regular, part-time permanent employees shall be defined as regularly-scheduled employees (as opposed to seasonal employees or employees hired for a specific project) who work one thousand forty (1040) hours or more during a calendar year. Part-time permanent employees who work more than eighteen hundred (1800) hours in a calendar year shall be reclassified as permanent, full-time employees until such time as the number of hours worked is less than eighteen hundred hours in a calendar year.

(This provision shall apply to calendar years beginning January 1, 1990).

Should a regular, part-time permanent employee work less than nine hundred sixty (960) hours during a calendar year, that employee shall return to part-time status at the start of the next calendar year.

Example: Employee "A," a temporary, works 1,040 hours during calendar year 1993. "A" becomes regular, part-time permanent for the remainder of 1993 and calendar year 1994. Should "A" work less than 960 hours during calendar year 1994, "A" would revert to part-time status as of 1/1/95.

- (c) Temporary and part-time employees who work one thousand forty (1040) hours or more in positions covered by the classifications in this Collective Bargaining Agreement during any calendar year shall become regular, part-time permanent employees. Recreation activity positions (e.g., recreation leaders, recreation instructors, program supervisors, life guards, sports officials, etc.) are exempt from this provision.

A temporary employee obtaining part-time permanent status because of the number of hours worked shall be subject to a thirty (30) calendar day probationary period. The provisions of Article V, Section 5, shall apply.

No permanent, full-time position will be eliminated in order to create two (2) or more part-time permanent positions. -

Temporary employees hired into the Unit as a result of the operation of the above language shall receive no service or seniority credit for those hours worked as a temporary or seasonal employee before obtaining part-time, permanent status.

(This provision shall apply to calendar years beginning January 1, 1990).

- (d) The word "permanent" when used to describe employee status is used to distinguish full-time and regular part-time employees from temporary and/or seasonal employees.

Section 2.2 - Representation: Employees within the bargaining unit shall be represented by full-time, permanent and/or part-time, permanent employees of the City who are part of the collective bargaining unit covered by this Agreement. Five (5) of such employees shall constitute the Union's bargaining committee and four (4) of such employees shall constitute the grievance committee. The grievance committee shall be responsible for the processing of grievances under the grievance procedure. The Unit President shall act as Chairman of the grievance committee. The negotiation committee shall represent the Union during collective bargaining negotiations and special conferences. The Union shall furnish the City with a list of the Union representatives, their designated areas of responsibility and shall notify the City if and when any changes are made.

Section 2.3 - Union Activity on City Time: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activity during working hours. Working hours shall exclude lunch and break periods.

- (a) The City will allow the Union to place a ballot box, used for the general election of Unit Officers, in the Employee Lounge on the third floor of City Hall for the Unit's general election, which is held every two years on the odd year. The ballot box may remain in the Employee Lounge prior to 8 a.m. and from 5-5:30 p.m. on the day of the general election. The Union shall notify the City at least two (2) weeks in advance of the date of the election.

Section 2.4 - Union Security: Effective January 1, 1978, all employees employed or thereafter hired or promoted into a job classification covered by this Agreement shall, within thirty-one (31) days become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the monthly dues uniformly charged to Union members. --

Section 2.5 - Payroll Deduction: For those employees who properly execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by State law, the City agrees to deduct weekly the regular dues in the amounts certified to the City by the Financial Secretary of the Union and to forward the

same to said Financial Secretary within fifteen (15) calendar days thereafter.

Section 2.6 - Indemnity Provision: The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 4 and 5 above.

Section 2.7 - Management's Right: All rights to manage the City and direct the work force are vested exclusively in the City, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours, daily schedules and work assignment of employees, the right to determine the acceptable quality standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for the layoff or recall of employees. The City shall also have the exclusive right to determine the means, methods, and processes used in operations. The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to the City and shall not be deemed to exclude other rights of the City not specifically set forth. However, the City acknowledges that such management rights have been limited by the provisions of this Agreement and, therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

Section 2.8 - Anti-Discrimination: The City and the Union recognize and agree that for the duration of this Agreement, neither shall discriminate against any employee because of such person's political belief or because of membership or non-membership in the Union. All alleged charges based upon civil rights shall be filed with the appropriate Federal or State agency and not under this Agreement.

Section 2.9 - Special Conferences: Special conferences for important matters (not grievances) will be held between the Union President and the City Manager or his designated representative within ten (10) working days of such request of either party for such conference. Such meetings shall be between not more than three (3) representatives of the City and not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union shall not lose time or pay nor shall they be paid overtime for time spent in such conferences.

- (a) All special conference meetings under the provisions of this Article will commence not later than 2:30 p.m.
- (b) Special conferences shall not be held more often than once a month, unless otherwise agreed to by the City and Union.

Section 2.10 - Regular, Part-time Permanent Benefits:
Regular, part-time permanent employees shall be provided one-half (1/2) of all fringe benefits stated in this agreement and "employee only" health insurance benefits provided to full-time, permanent employees.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 - Definition of Grievance: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.


Section 3.2 - Grievance Procedure: All grievances should be discussed orally with the employee's immediate supervisor before a grievance is filed. However, the time limits set forth in the First Step must be observed unless extended in writing by the supervisor. An employee shall, upon request, have the right to have a Union representative present during the oral discussion of a grievance with the supervisor. If the matter is not resolved by discussion, the following procedure shall apply.

FIRST STEP: Within five (5) regularly scheduled working days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the grievance shall be reduced to writing, stating the fact upon which it is based, when they occurred, specifying the Section of the contract which has allegedly been violated, specifying the adjustment requested, be signed by the grievant and a Union representative and be presented to the supervisor of the Division where the grievant is employed. The Division supervisor and one other representative of the City shall meet with the aggrieved employee and a Union representative to discuss the grievance within five (5) regularly scheduled working days after receipt of the written grievance. The Division supervisor shall give a written answer setting forth the general reasons for his decision to the aggrieved employee, with a copy to the Union, within five (5) regularly scheduled working days after the meeting.

CITY OF BATTLE CREEK
RISK MANAGEMENT

INTER OFFICE
MEMO

02/12/93

TO: Harold Macon, Employee Relations Director
FROM: Ken Bell, Risk Manager 
RE: BENEFITS - PART-TIME, PERMANENT EMPLOYEES

It is my understanding, from our conversation regarding the new S.E.I.U. contract, that part-time permanent S.E.I.U. and A.F.S.C.M.E. employees are to receive the following health, life and dental benefits:

1. Health : Employee - only coverage.
2. Dental : Employee - only coverage.
3. Life : One times base annual salary, with minimum (if any) one-half minimum for full-time employees.

If this is not correct, please let me know.

KB:vjt

c R. Claggett
M. L. Hollister

SECOND STEP: If the grievance has not been settled at the First Step and it is to be appealed to the Second Step, it shall be appealed in writing with a general statement of why the First Step answer is being appealed, within five (5) regularly scheduled working days after receipt of the First Step answer to the employee's department head, or his designated representative.

The department head and one other representative of the City shall meet with the aggrieved employee and a Union representative to discuss the grievance within five (5) regularly scheduled working days after receipt of the written Appeal. The department head shall give a written answer setting forth the general reasons for his decision to the aggrieved employee, with a copy to the Union within five (5) regularly scheduled working days after the meeting.

THIRD STEP: If the grievance has not been settled at the Second Step and it is to be appealed to the Third Step, it shall be appealed in writing with a general statement of why the Second Step answer is being appealed, within five (5) regularly scheduled working days after receipt of the Second Step answer to the Employee Relations Director or his designated representative. The City's grievance committee, consisting of the Employee Relations Director and one other City representative, and two (2) members of the Union grievance committee shall meet within five (5) regularly scheduled working days after receipt of the written appeal. The business representative for the Union and/or the City's Labor Relations Counsel may be present at such meetings, and as a courtesy, a notice of such attendance will be given to the other party in advance of the meeting. The City must answer the grievance in writing setting forth the general reason for its decision within ten (10) regularly scheduled working days after such meeting.

FOURTH STEP: If the grievance remains unresolved at the conclusion of the Third Step, the Union shall have the right to submit such grievance to binding arbitration by the Federal Mediation and Conciliation Service, in accordance with its voluntary labor arbitration rules then pertaining or with the Michigan Employment Relations Commission (MERC). If the Union submits the grievance to binding arbitration with MERC, the Union agrees to ask for a list of at least seven arbitrators from MERC. The parties agree to select from a new list if no mutual choice is obtained. Written notice for submission to arbitra-

tion must be made to both the City and the selected agency within twenty-five (25) calendar days after receipt by the Union of the City's Third Step answer.

ARBITRATOR'S AUTHORITY: The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this Agreement. The arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this agreement. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his or her own judgment to sustain, reverse, or modify an alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator within the limits of his or her authority shall be final and binding on the Union, its members, the employee(s) involved and the City. The expenses and fees of the arbitrator shall be paid by the loser. In the event of a split decision, the arbitrator shall allocate such fees and expenses between the City and the Union. The parties shall bear individually, the cost of presenting their respective cases in arbitration and any arbitration filing fees.

Section 3.3 - Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure. In the event the grievance is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union.

Section 3.4 - Grievance Meetings: The Union's grievance committee members shall be paid at their straight time hourly rate of pay for all time necessarily lost from their regularly scheduled work to investigate specific grievances, present grievances as provided in the oral and First Step and to attend Second Step and Third Step grievance meetings. If during working hours it is necessary for a Union grievance committee member to be excused from work to investigate a specific grievance, the representative shall notify the department head. Such representative shall be excused for such purpose as soon as he can be spared from his work and shall conduct the investigation as quickly as possible. Joint meetings of the grievance committee provided for in the Second Step of the grievance procedure shall start no later than 2:30 p.m. on the day for which they are scheduled.

(a) The City's obligation to pay employees for time

lost from scheduled work at arbitration hearings shall be as follows:

- (1) Union Officers. The Union's president, chief steward (and/or other steward who is involved in the case) and the grievant shall not suffer a loss of time or pay as a result of attending an arbitration hearing that occurs during their regularly-scheduled work hours. There shall be no payment for hours that are not otherwise scheduled to be worked.
- (2) The City shall have no responsibility to compensate any other witnesses of the Union who lose time from their regularly-scheduled work as a result of attending the arbitration hearing.
- (3) The time paid to individuals entitled to payment at an arbitration hearing shall include one-half (1/2) hour before the arbitration hearing and one-half (1/2) hour after the arbitration hearing in order to confer concerning the case, plus a reasonable amount of time for the employee(s) to travel from the location of the arbitration hearing back to the work site. In the event the arbitration hearing runs through the lunch period of the employees listed above without taking a lunch break, the length of time of the employees lunch break shall be added to the time excused from work after the arbitration hearing.
- (4) It is the responsibility of all witnesses at an arbitration hearing to notify their supervisor at least twenty-four (24) hours in advance of the arbitration hearing.

Section 3.5 - Policy Grievance: Grievances on behalf of the entire Union shall be filed by the Union grievance committee and shall be processed starting with the Third Step of the grievance procedure, provided that the grievance is filed with the Employee Relations Director or his designated representative within five (5) regularly scheduled working days after a member of the Union grievance committee has knowledge or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first.

Section 3.6 - Definition of Regularly Scheduled Working Days: When used in this Agreement, the phrase "regularly scheduled working days" shall mean calendar days excluding Saturdays, Sundays and days (except an employee's birthday) celebrated as holidays under this Agreement.

ARTICLE 4 - DISCHARGE AND SUSPENSIONS

Section 4.1 - Discharge and Suspension Cases: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from employment after the date hereof, and he believes that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Employee Relations Director or his designated representative within five (5) regularly scheduled working days after such discharge or within ten (10) regularly scheduled working days after the start of a suspension. Such grievance shall be processed starting at the Third Step of the grievance procedure. Copies of the notice of discharge or suspension shall be furnished to the employee and the Union.

- (a) When imposing discipline based upon a current event, the City agrees not to take into consideration any prior infractions or falsification of employment application that occurred more than one (1) year prior to the current event, unless the infraction or falsification directly relates to the current cause.
- (b) An employee who is the target of a disciplinary investigation or who is being suspended or discharged shall have the right, at the employee's request, to have a Union official present during such disciplinary investigation or at the receipt of a suspension or a discharge.

Section 4.2 - Reinstatement: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the City shall reinstate such employee and pay full compensation, partial or no compensation, which compensation, if any, shall be at the rate of the employee's regular rate of pay at the time of such suspension or discharge less such compensation as the employee may have earned at other employment during such period and any Unemployment Compensation Benefits paid for such period, as may be decided under the grievance procedure.

ARTICLE 5 - SERVICE AND SENIORITY

Section 5.1 - Definition of Service: Service shall be defined as an employee's length of continuous service with the City since his last hiring date. "LAST HIRING DATE" shall mean the date upon which an employee first reported to work at the direction of the City as an employee, since which he has not quit, retired or been discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized leaves of absence, vaca-

tions, suspensions, or military time off unless otherwise specified in this contract. As noted in Article II, Section 1, temporary employees receive no service credit for hours worked as a temporary or seasonal employee.

When a part-time permanent employee becomes a full-time employee, that employee shall receive service credit prorated on the basis of number of hours actually worked divided by eight (8).

Section 5.2 - Definition of Seniority: Seniority shall be defined as an employee's length of continuous service with the City as a full-time or part-time, permanent employee with a job classification or job classifications covered by this Agreement. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, suspensions, military time or layoffs, except as hereinafter provided.

- (a) Regular, part-time permanent employees shall accrue seniority prorated in accordance with the number of hours worked each calendar year, divided by eight (8), rounded up to the next whole day. This calculation shall be for placement on the seniority list.

Section 5.3 - Seniority Lists: The City will maintain an up-to-date seniority list. The names of all employees who have completed their probationary periods shall be listed on the seniority list entry starting with the senior employee at the top of the list and showing name, job title, date of entry into the bargaining unit and date of hire. Two (2) copies of the seniority list will be mailed to the Unit President every three (3) months. If two (2) or more employees have the same date of entry into the bargaining unit, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The seniority list will be posted on appropriate bulletin boards.

- (a) The City agrees to notify the Unit Treasurer, or other designated official, when an employee has been hired into a classification covered by this Agreement.

Section 5.4 - Termination of Seniority: An employee's seniority shall be terminated:

- (a) If the employee quits or retires.
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

- (c) If the employee is absent for three (3) consecutive regularly scheduled working days without notifying his department head or supervisor prior to or within such three (3) day period of a justifiable reason for such absence unless it was impossible for such notice to be given. After such absence, the City will send written notification to the employee at their last known address that they have lost their seniority and that their employment is terminated.
- (d) If, when recalled to work following a layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last known address on record with the City.
- (e) If the employee accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence unless, in the latter case, he presents evidence satisfactory to the Director of Employee Relations that it was impossible for him to return to work at the expiration of such leave.
- (f) When the employee has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5.5 - Probationary Period: All new employees shall be probationary employees until they have completed the period of six (6) months. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify them for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated, in the sole discretion of the City, without regard to the relative length of service. At the conclusion of the probationary period the employee's name shall be added to the seniority list as of his last hiring date.

- (a) Any probationary technical or professional employee may have one (1) extension of the probationary period upon notification to the Union President. However, the employee shall receive the normal pay increase during the period of such extension.

Section 5.6 - Layoff and Recall: If the City determines that it is necessary to discontinue a job classification or reduce the number of employees in a job classification in a Division, temporary and part-time employees working in the job classification and in the Division shall be removed, provided that the remaining employees have the

present ability to perform the available work. Thereafter, employees in a probationary period in the classification and in the Division shall be removed based upon their seniority. If a further reduction is necessary, non-probationary employees in the job classification in the Division shall be laid off based upon their seniority. Employees laid off from a job classification in a Division must first exercise their seniority either to another job classification with an equal or lower wage scale within their Division or to another Division within their job classification. If a position is not available that the employee has the present ability to satisfactorily perform, then the employee must exercise his seniority to displace an employee in any other job classification with an equal or lower wage scale, provided that in the judgment of the City he will have the ability to satisfactorily perform all of the duties of the position with the benefit of a training period that will not exceed ten (10) regularly scheduled working days. If during a layoff an employee changes Divisions or job classification, they shall displace the employee with the least amount of seniority in the classification and Division they will be occupying. Employees will be recalled to their former job classification and Division on the basis of seniority among employees in the job classification who have the present ability to perform the available work.

- (a) Super Seniority: Notwithstanding their position on the seniority list, the President, Vice President, Secretary, Treasurer, and Chief Steward shall in the event of a layoff, be continued at work as long as there is a job which they can satisfactorily perform with a break-in or training period of five (5) days and shall be recalled to work in the event of a layoff on the first open job which they can satisfactorily perform with a break-in or training period of five (5) days. Such officers must exercise their actual seniority to retain a position with the City until such time as it will not keep them at work before resorting to this super seniority and super seniority shall be exercised only to the extent necessary to retain a job with the City.

Section 5.7 - Job Bidding: When it is necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification covered by this Agreement, such position must be posted on appropriate bulletin boards for five (5) regularly scheduled working days during which time employees may bid for such vacancy by applying in the Personnel Office. Such posting shall include a statement of the job requirement and whether tests (oral, written and/or performance or combinations) must be taken by applicants. Bargaining Unit members applying for positions will be given interviews. The granting of an interview to a Bargaining Unit member does not mean the individual is considered qualified for the position. The purpose of the

interview will be to assist the City in determining whether or not the employee is qualified for the position.

- (a) Clerical: From and among those employees in the bargaining unit who bid therefor, the position will be awarded to the most qualified applicant. When all factors are relatively equal among the most qualified applicants, the position will be awarded as follows:
1. to the applicant with the greatest amount of seniority working in the division where the vacancy exists, or
 2. if no qualified applicant is from the division, to the applicant with the greatest amount of seniority working in the bargaining unit.
- (b) Professional and Technical: Employees who bid shall be considered on an equal basis with other applicants from City employment, with the applicant who is most qualified being awarded the position. However, if all factors are relatively equal among applicants considered to be the most qualified, then from among such applicants the employee who is already working in the Division shall be awarded the position.
- (c) In determining which applicant is the most qualified for the position, the City may consider an applicant's work experience, educational background, training and other matters, including test results, that relate to the applicant's ability and fitness to perform all of the duties and responsibilities of the position. The City's determination under this section shall prevail unless shown by a preponderance of the evidence to be erroneous.
- (d) If none of the applying employees are qualified for the opening, the job will be filled by the normal hiring process. If none of the employees who bid for the vacancy are found to be qualified, reasons for denial shall be given, in writing, to the employees.
- (e) If an employee covered by this Agreement is granted the promotion, he shall be granted a three (3) month trial or probationary period for clerical positions and a six (6) month trial or probationary period for technical or professional positions to determine:
1. Their desire to remain on the job.

2. Their ability to perform the job as determined by the supervisor.

- (f) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee, in writing, by the City. The employee may return to their previously held position.
- (g) An employee may not bid for a job classification with an equal or lower maximum rate until they have served one (1) year in their presently held position.

Section 5.8 - Salary Upon Promotion: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, upon assignment to the new classification, be placed at the lowest step for the classification to which he had been promoted, which will result in an annual pay increase of at least Three Hundred Dollars (\$300). Upon completion of his probationary period, he shall receive the incremental step increase which will advance him one step in the pay scale for the job he was thus awarded.

Section 5.9 - Placement of Disabled Employees: If an employee with seniority develops a permanent physical disability (certified to by a medical doctor, clinic or hospital) which renders him unable to satisfactorily meet the job performance requirement of his job classification, the City shall have the right to assign such employee to the first opening which occurs for which he is able to fully meet the job performance requirements, at the job classification rate therefor, such assignment to be made without regard to the job bidding procedures set forth herein. Prior to making an assignment under this Section, the matter shall first be discussed with the Union's bargaining committee. If, before making such assignment, the City requires certification as to such disability from a medical doctor, clinic or hospital of its choosing, the cost of the medical examination thus required shall be borne by the City. No employee who is placed in a job under this Section shall receive a weekly salary that when combined with any continuing Workers' Compensation benefits is less than the amount of Workers' Compensation benefits he would have received if he were not placed in a job under this Section, but continued receiving Workers' Compensation benefits.

Section 5.10 - Transfers In and Out of the Bargaining Unit: An employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the City shall retain the seniority he had acquired as of the time of such promotion and shall continue to accumulate seniority for a period of six (6) months. If such employee is removed from his supervisory or other job with the City for any reason other than discharge for rea-

sons considered valid under this Agreement during the first year in the new position, such employee shall be allowed to return to a job within the bargaining unit in line with his seniority (during the first six (6) months he shall be allowed to return to his former job, if it still exists). If he remains in such supervisory or other non-bargaining unit job for a period in excess of one (1) year, he shall cease to have any seniority in the bargaining unit.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Personal Leave: The City may grant a leave of absence without pay and without loss of seniority for personal reasons to an employee, provided he obtains advance written permission from the department head and the Director of Employee Relations.

Section 6.2 - Medical Leave: An employee who, because of illness, pregnancy or accident is physically unable to work shall, upon request to the Director of Employee Relations, be given a leave of absence without pay for the duration of such disability provided:

- (1) that the employee promptly notifies the City of the necessity for the leave;
- (2) that the employee supplies the City with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the City; and
- (3) that such leave of absence shall not exceed two (2) years.

Section 6.3 - Military Field Training Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence under this section must be made as soon as possible after the employee's receipt of his/her orders. The request for leave should be made to the Director of Employee Relations and shall include a copy of his/her orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.

Section 6.4 - Military Service Leave: An employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the

conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective. The employee must notify the Director of Employee Relations of their intent to enter military service and must supply the City with a copy of draft or enlistment orders.

- (a) Employees will be paid for unused vacation, but will not be paid for vacation on a prorated basis unless the employee quits. Upon return from Military Leave they will continue to earn vacation as in the past.

Section 6.5 - Jury Duty Leave: Employees shall be granted leaves of absence for required jury duty. Permanent, full-time employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding mileage), equal their total compensation for a period of up to forty-five (45) working days. The time spent on jury duty shall not be counted as time worked in computing overtime. An employee excused from jury duty during regular working hours shall immediately report by telephone to his supervisor and unless otherwise instructed, return to work as quickly as possible.

- (a) Employees shall notify their supervisors as soon as possible after receiving notice to report for jury duty. Employees seeking the supplemental payment referred to above will be responsible for insuring that a report of jury duty and pay form is completed by the Clerk of the Court each week so the City will be able to determine the amount of compensation due for the period involved.

Section 6.6 - Witness Leave: An employee who is directed or required by any court to appear as a witness in a legal matter relating to his employment with the City, or as an eyewitness in a criminal matter shall be paid for time necessarily lost from scheduled work at his regular straight time hourly rate for up to eight (8) hours so served for a maximum of ten (10) days in a calendar year.

- (a) It is understood and agreed that all witness fees received by the employee will be deducted from the total pay computed in the above manner.
- (b) The City has no obligation to pay an employee while that employee appears as a witness in an administrative hearing unless the employee is ordered to appear at such hearing by the City.

Section 6.7 - Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost from regularly scheduled duty, not to exceed three (3)

days, to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death.

- (a) Immediate family is to be defined as: current spouse, children, stepchild (who has resided with the employee for a period of six (6) months), brother, sister, mother, father, mother-in-law, father-in-law, grandmother, or grandfather.
- (b) Employees shall be allowed one (1) funeral day, with pay, to attend the funeral of a sister-in-law, brother-in-law, or grandchild.

ARTICLE 7 - HOURS OF WORK

Section 7.1 - Hours: The normal work week shall consist of forty (40) hours, and the normal work day shall consist of eight (8) hours. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- (a) For the purpose of pay calculations, the work week shall begin at midnight Saturday night and the day shall be the calendar day. However, any work day that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the date which the day ended, during the calendar week.
- (b) It is understood and agreed that any docking of the time for failure to report will be in increments of one-tenth (1/10th) of an hour.

Section 7.2 - Lunch and Break Periods: Employees shall be required to be ready to start to work at the start of their work day and shall be required to remain at work until the end of their day, except for the break periods referred to below.

- (a) Employees will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day. The lunch break may be reduced for a specified period should such action be in the best interest of the City and be approved in writing by the department head and the Director of Employee Relations.

- (b) Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their work day and a fifteen (15) minute break period at or near the midpoint of the second half of their day.
- (c) It is understood and agreed that the timing of such breaks may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. It is also understood and agreed that City vehicles are not to be used for purposes of traveling to or from any location for coffee breaks, except as specifically authorized by the employee's supervisor.

Section 7.3 - Overtime: The City will endeavor to give the employees involved at least two (2) hours notice of available overtime. Except as provided below, overtime shall be considered voluntary if the two (2) hour notice is not given. The City will endeavor to equalize the opportunity to work overtime among the employees first within the job classification where the work occurs, and second, within the Division where the work occurs who are capable of satisfactorily performing the required work.

- (a) Due to the emergency nature of the overtime work required of some employees, the above two (2) hour notice provision will not apply in emergency situations. In those situations employees will be expected to perform the overtime work.

Section 7.4 - Change in Shift Hours: In the event an employee receives two (2) or more hours' notice that his work shift hours are to be temporarily changed because of emergency or unusual conditions, he shall be required to report to work on the new shift hours and shall be paid at his straight time earnings. In the event it becomes necessary to notify an employee, with less than two (2) hours' notice, that his shift hours are to be temporarily changed because of emergency or unusual conditions, the employee shall be required to report to work on the shift but shall be paid at time and one-half his regular hourly rate of pay for the first day of the new hours. Thereafter, for the period that the employee is assigned to the temporary shift hours, he shall be paid at his regular hourly rate of pay. When an employee is working on a temporary shift for the convenience of the City under the conditions set forth above, he shall receive not less than eight (8) hours pay for the hours worked in any one day. This guarantee does not apply to other emergency or unusual conditions except when a specific shift change has been effected.

ARTICLE 8 - WAGES

Section 8.1 - Wage Schedule: The job classifications and rates of pay are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 8.2 - Overtime Pay: Time and one-half (1-1/2) the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day or forty (40) hours per week. However, it is understood and agreed that when an employee, as a result of regular shift rotations, is scheduled and works two shifts on the same day which are not consecutive shifts, he will not receive overtime for the second shift. There shall be no pyramiding of overtime hours.

- (a) In lieu of receiving overtime compensation, employees shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half the actual time worked. Compensatory time is subject to the following conditions:
- (1) The CT option must be declared by the employee within the pay period worked.
 - (2) Employees are allowed a maximum seventy-two (72) hours CT bank accrual; such bank may be carried over from year to year.
 - (3) CT must be used in minimum one (1) hour increments.
 - (4) Any use of compensatory time will be charged and deducted from the employee's CT bank.
 - (5) Employees must give reasonable notice of a request to use CT. Such request shall not be unreasonably denied.
 - (6) Unused compensatory time shall be paid upon an employee's separation, retirement or death. In the case of death, the payment shall be made to the employee's estate. Payment shall be made at the rate of pay in effect at the time of retirement, separation or death.

Section 8.3 - Shift Premium: The City will grant a shift premium of twenty (20) cents per hour to all employees who are scheduled to work on the second shift (starting on or after 2:00 p.m.), and twenty-five (25) cents per hour for the third shift (starting on or after 10:00 p.m.).

Section 8.4 - Pay During Temporary Transfer: The City shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacation, or leaves of absence for the period of such absence. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred. Employees temporarily transferred by the City for the convenience of the City shall continue to receive their regular rate of pay or, if the period of temporary transfer is for a minimum period of four (4) consecutive hours, the rate of pay for the job to which they are transferred, as though they were permanently promoted to that position, whichever is greater.

Employees appointed to serve in an "Acting" capacity in a nonrepresented position for a minimum of four (4) consecutive hours shall receive as premium pay in addition to their regular rate of pay the lesser of a flat \$2.00 per hour premium or 15% of the entry level hourly rate for the position in which the employee is serving in an "Acting" capacity. In either method, the hourly pay shall not exceed the hourly pay of the absent incumbent. Bargaining Unit members transferred pursuant to this section shall retain all rights entitled them under the Agreement.

- (a) The maximum amount of time for temporary transfer is limited to three (3) months. At the end of this time the employee may request to return to his own position and pay rate and the City shall, if necessary, select another employee to fill the position. After a position is thus filled on a temporary basis for one (1) year, it will be posted as a permanent vacancy.

Section 8.5 - New or Altered Job Classifications: When and if the City creates a new job classification or effects a significant alteration of the job content of an existing job classification, it shall set the rate of pay therefor, establish or amend the job description and advise the Union as to both. If the Union disagrees with the rate of pay established it may file a written grievance with respect thereto starting at the Third Step of the grievance procedure, provided that a grievance is filed within seven (7) calendar days after such notice is given to the Union. If, as a result, a different rate of pay is established, the different rate of pay shall become effective as of the date the job classification was created.

Section 8.6 - Call In Pay: An employee who is called in to perform work at a time other than that for which he had previously been scheduled shall be guaranteed a minimum of four (4) hours of work at the applicable

hourly rate, or in the absence thereof, four (4) hours of pay at his classification rate at straight time. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than four (4) hours prior to the start of their shift but who continue to work their regular shift thereafter.

ARTICLE 9 - HOLIDAYS

Section 9.1: All employees who have been continuously employed as a permanent, full-time employee for a period of sixty (60) calendar days as of the day celebrated as a holiday, shall be entitled to receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day and the Friday following
Presidents' Day	Day before Christmas
Good Friday	Christmas Day
Memorial Day	Employee's Birthday as a floating holiday
Independence Day	(no overtime paid when worked)
Labor Day	

- (a) To qualify for pay hereunder, an employee must actually work or be on vacation on any one of the twenty-one (21) calendar days preceding the day celebrated as a holiday. Also, to qualify, the employee must either work his entire scheduled work day on a holiday, or if not scheduled, then his entire last regularly scheduled working day before and after the day celebrated as a holiday, unless excused due to an illness or injury, verified to the City's satisfaction by a doctor, or excused early from work due to unavoidable circumstances.
- (b) An employee shall receive eight (8) hours pay at his regular straight time rate for such holiday and time and one-half for hours worked on such holidays.
- (c) If a holiday occurs during an employee's scheduled vacation, the employee may be permitted to take an additional day of vacation.

ARTICLE 10 - VACATIONS

Section 10.1 - Vacation Schedule: Vacation for the purpose of this Agreement shall be defined as an authorized absence from duty with pay granted all Bargaining Unit employees. The amount of vacation leave is dependent upon an employee's length of service. Employees who have completed one (1) or more years of continuous service with the City since their last hiring date and have worked not less than eighteen hundred (1800) hours during each anniversary year shall receive vacation pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Weeks</u>	<u>Hours</u>
1 but less than 5	2	80
5 but less than 10	3	120
10 but less than 15	4	160
15 but less than 20	5	200
20 or more	6	240

For those employees working less than eighteen hundred (1800) hours during their anniversary year, vacation will be prorated based on actual hours worked in comparison with eighteen hundred (1800) hours.

NOTE: Service time for calculating vacation benefits shall be given for all leaves of absence fully paid by the City. Employees off work on sickness and accident or on workers' disability compensation shall not receive service time credit for those hours not worked because of their absence.

Section 10.2 - Vacation Scheduling: Vacation shall be granted at such time during the year as is suitable, considering both the wishes of the employee and the efficient operation of the department concerned. Vacation will be taken in a period of consecutive hours subject to the supervisor's approval, and must be taken or forfeited prior to the next succeeding anniversary date and may not be accumulated from year to year. However, vacation time off may be carried from year to year where circumstances beyond the control of the employee make it impossible for him to use his vacation during the year. If a vacation is cancelled by a supervisor after it has been scheduled, the City will give preference to the employee for another vacation period during the year, or if this is not practicable, then the vacation will be carried over to the following year. It is further understood, that vacation may not be waived in lieu of extra pay received from working during that period.

Section 10.3 - Termination of Employment: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after his anniversary date of any calendar year upon which he qualified for such vacation without having received the same, such employee will

receive, along with his final paycheck, the vacation pay for which he qualified as of his anniversary date and his pro rata share of vacation earned thereafter until such time as he leaves the employment of the City.

ARTICLE 11 - INSURANCE

Section 11.1 - Health Insurance

a) The City shall provide each full-time employee the option of selecting one of the following health plans:

PLAN I: BC/BSM comprehensive major medical plan (or equivalent) with the following benefits:

Benefit: \$1,000,000 lifetime coverage

Deductible: \$100/person, \$200/family

Prescription drug: \$2.00 co-pay

Coinsurance: Insurance pays 90% of first \$5,000 in expenses after deductible, 100% thereafter

Charges: pays based on reasonable and customary charges as defined by the carrier

PLAN II: Health Maintenance Organization:

Provided coverage is available, the Health Maintenance Organization (HMO) service shall be an alternative choice to the services provided in Plan I.

The HMO coverage has been adjusted by adding a provision requiring a 25 percent copayment on all hospital-billed charges up to a maximum copayment of \$250 per individual and \$500 per family per calendar year.

b) Under both Plan I and Plan II, the City agrees to pay the premium for eligible employees and their dependents. The maximum premium contribution by the City for HMO (Plan II) coverage shall be limited to the monthly premium paid under Plan I. Any premium in excess of this amount shall be paid by the employee via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

c) The City agrees to continue to provide health insurance benefits for the period of time that an employee is receiving sickness and accident benefits.

d) The City agrees to offer employees the opportunity to renew their health insurance coverage each fiscal year, and to choose Plan I or Plan II as their health insurance provider.

e) It is understood and agreed that Union members may, to the extent allowed by the insurance carrier, have the option, upon retirement, to continue the hospitalization plan in effect at the time of retirement, subject to the following limitations:

1. The employee shall pay the cost of continuing the plan, which shall not exceed the group monthly rate of the City for the equal coverage of a current employee.

2. The employee shall not be eligible for the above if the retired employee earns, from outside resources, the difference between his annual retirement allowance and his last annual salary.

3. The City reserves the right to modify the hospitalization plan provided to retirees to reflect the identical coverage provided to active employees.

Upon retirement, with a benefit payable, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefits an amount not exceeding \$110.00 until the employee attains the age of 65 or becomes eligible for the Medicare Supplement. The City shall contribute to the cost of the Medicare supplement an amount not exceeding \$60.00.

If the employee has dependents, the City agrees to contribute to the cost of said benefits according to the following schedule:

1) Employee and Dependents are under age 65:

Employee cost	=	\$70.00	maximum	contribution
Dependent cost	=	\$40.00	"	"

2) Employee and Dependents reach the age of 65:

Employee cost	=	\$36.00	maximum	contribution
Dependent cost	=	\$24.00	"	"

3) Employee is under age 65 and his dependent(s) reaches age 65:

Employee cost	=	\$70.00	maximum	contribution
Dependent cost	=	\$40.00	"	"

- 4) Employee reaches the age of 65 and his dependents(s) is under age 65:

Employee cost = \$36.00 maximum contribution
 Dependent cost = \$40.00 " "

If the employee's dependent(s) die, the City agrees to contribute to the cost of continuing the "employee only" health insurance benefit as previously described in this Agreement.

Should the retiree die, the surviving spouse will be able to continue the City's plan provided the surviving spouse assumes the difference in cost for the applicable coverage of the surviving spouse's age group.

Section 11.2 - Dental Insurance: The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class IA)
 \$25.00 per person on balance of Class I and Class II benefits
 Benefit: \$1,500 annual maximum contract benefit per person for Class I and II benefits
 Orthodontics: 50% co-pay on Class III benefits, with lifetime maximum of \$1,000 per eligible person
 Charges: pays based on usual, customary, and reasonable as determined by the insurance carrier

Employees newly-hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

Section 11.3 - Life Insurance: The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employees base annual salary, rounded up to the next thousandth dollar. The minimum benefit for eligible employees shall be \$20,000. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$2,000; dependent coverage shall be \$1,000 per dependent.

Section 11.4 - Conditions of Insurance Coverage: Insurance provided under Sections 1 through 3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 1 through 3 of this Article. The City agrees to maintain the level of City-paid

group insurance benefits as outlined in this Article during the life of this agreement.

Section 11.5 - Continuation of Health Insurance: Employees on an unpaid leave of absence, suspension, or layoff shall continue to have their health insurance benefits paid by the City for the first sixty (60) calendar days. After sixty (60) calendar days, an employee may continue the health insurance benefits in effect, to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving sickness and accident benefits or worker's disability compensation benefits shall receive health insurance paid by the City for a period of up to twelve (12) months.

ARTICLE 12 - SICK PLAN

Section 12.1 - Sickness and Accident Policy: The following paid sick leave program shall be in effect, subject to the provisions of the insurance policy:

- (a) Accidental Injury - If accidental bodily injury shall be sustained by an employee while insured hereunder and shall from the date of the accident directly and independently of all other causes, result in the total disability of such employee, the City will pay periodically, commencing with the first day of such continuous disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week the City will pay a one-seventh (1/7th) part of the weekly indemnity for which such employee is insured. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:
1. For which the employee is not regularly treated by a legally qualified physician.
 2. Resulting from intentionally self-inflicted injury or attempted self-destruction.
 3. Resulting from injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot.
 4. Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

(b) Sickness - If sickness or pregnancy shall cause total and permanent disability and if such disability begins while the employee is insured hereunder, the City will pay periodically, commencing with the eighth (8th) day of such disability a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such continuous disability, but not to exceed twenty-six (26) weeks for any one sickness. If the disability continues for seven (7) working days or longer, compensation shall be computed from the first day of the disability. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which the employee is insured. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. For which the employee is not regularly treated by a legally qualified physician.
2. Resulting from sickness contracted as a result of war, declared or undeclared, or any incident thereto, or engaging in a riot.
3. For which the employee is entitled to indemnity in accordance with the provisions of any workers' compensation or occupation disease act or similar law.

(c) Payment shall not be made under both the weekly indemnity accident provisions and the weekly indemnity sickness insurance provision in respect of any day of disability.

(d) Successive periods of disability, whether under the weekly indemnity accident insurance or under the weekly indemnity sickness insurance, will be considered due to one accident or sickness unless the successive periods are separated by the employees' return to full-time, active work with the City for at least six (6) months.

(e) Total disability as used herein, shall mean:

1. Complete inability of the insured employee to perform any of the duties of his regular occupation or employment during the first twenty-four (24) months of continuous disability after the elimination period and not engaged in

any other substantially gainful employment.

2. Complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified for by reason of education, training or experience.

- (f) The weekly indemnity benefits shall be seventy percent (70%) of the employee's weekly earnings based on a forty (40) hour week.

The amount of benefit payable for each disability shall be established on the first day of such disability and shall thereafter not be subject to change.

Section 12.2 - Accumulated Paid Sick Leave Credits:
All accumulated sick leave credits will be frozen effective September 1, 1974, and may be used by employees who have such benefits during the period of sickness from the first (1st) to the eighth (8th) day under the provisions of the sickness and accident insurance policy when such policy does not provide payment. (In addition, those employees may use accumulated sick leave credits for approved leaves of absence, with pay up to forty (40) hours per year).

- (a) Upon retirement with a retirement benefit immediately payable under the Michigan Employee's Retirement System or death of the employee, the employee or their estate shall receive an amount equal to the remaining unused sick leave, paid at the rate in effect on August 31, 1974.

Section 12.3 - Qualifications for Paid Sick Leave Credits: In order to qualify for sick leave payments, the employee must:

- (a) For those short term illnesses (contemplated to be of less than a week's duration), notify his department in accordance with the Personnel Policy prior to his normal starting time on each day of the absence and must:
- (b) For those long term illnesses (contemplated to be of more than a week's duration), notify his department prior to his normal starting time on the first day of the absence and prior to his return from such absence, unless the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible.
- (c) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE 13 - EDUCATIONAL INCENTIVE

Section 13.1 - Educational Incentive Schedule: It is recognized by the City that employees who continually upgrade their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to pay permanent, full-time employees who have completed accredited courses in job related curriculum in the amounts as set forth below. All courses must be certified by an accredited college before payment is made and a passing score for the course ("C" or above) must be received. All job related areas will be defined by the Director of Employees Relations. Proof of completion rests with the employee and must be presented in the Personnel office for payment. Such payment shall be made each July 1:

- (a) Seventy-five Dollars (\$75.00) for completion of a one semester certification program, usually 15 to 19 credit hours, in a job related field.
- (b) One Hundred Dollars (\$100.00) for completing the two (2) semester certification program in a job related field or equivalent thirty (30) credit hours. Equivalency requirements to meet are a minimum of 21 credit hours in the respective job related field and nine (9) credit hours in general courses.
- (c) Two Hundred Dollars (\$200.00) for completion of an Associate Degree in a job related field or equivalent sixty (60) credit hours in a job related field; or who are certified by the State of Michigan as a Property Inspector, Plumber, Construction Inspector, Building Inspector, Electrical Inspector or Class "A" WWTP Operator and those who are registered by the State of Michigan as a Planner, Professional Engineer, Architect, Land Surveyor and Certified Public Accountant and who use either the certification or registration in their field of work.
- (d) Employees who have been granted a Bachelor Degree in a job related field shall be granted a Three Hundred (\$300.00) per year payment.
- (e) Employees who have been granted a Master's Degree in a job related field shall be granted a Five Hundred Dollar (\$500.00) per year payment.

Section 13.2 - Eligibility Requirements: All such payment requirements must be in addition to the minimum requirements of the position, as established by the City of Battle Creek. If the job classification requires, as a minimum, an education requirement, the position would not receive additional educational payment. All determinations

concerning whether a course or courses are in a job related field shall be made on an individual basis by the Director of Employee Relations and not subject to review.

ARTICLE 14 - LONGEVITY

Section 14.1 - Longevity Pay. The City agrees to a longevity pay program whereby it pays to all eligible employees, who qualify for such, the amount as set forth below:

- (a) To those full-time, permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$375.
- (b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$675.
- (c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant, on the payday following said December 1st of each year a longevity payment of \$875.
- (d) Any employee who terminates his employment for any reason after his employment anniversary date of any year shall receive, along with the final check, that amount of longevity to which he became entitled as of his employment anniversary date.
- (e) Employees who have qualified for longevity pay shall upon retirement with a retirement benefit immediately payable under Michigan's Employees' Retirement System, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro-rata share shall be equal to the number of completed months past their employment anniversary date and shall be payable on the last paycheck to the employee.
- (f) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE 15 - PENSION PLAN

Section 15.1: Pension Plan: Bargaining Unit employees are members of the Michigan Employees Retirement System (MERS). Pursuant to the Collective Bargaining Agreement which was effective September 1, 1986, the City will assume the cost of the employee's contribution in the manner prescribed under the Michigan Employees' Retirement System plan. The pension plan includes the following benefits:

- (1) Employees shall be covered by Benefit Program C-2. Pursuant to the provisions of this program, upon attainment of age 65 the pension shall be reduced to Benefit Program B-1. Effective January 1, 1994, employees shall be covered by Benefit Program B-3.
- (2) Employees shall be covered by Benefit Program FAC-5 for purposes of determining final average compensation. Effective January 1, 1994, employees shall be covered by Benefit Program FAC-3.
- (3) Pursuant to the provisions of the MERS, employees attain vested status in the pension system with ten years of credited service. An employee may retire with full benefits at age 60 with ten or more years of credited service. On July 1, 1987, the City adopted Benefit Program F55 (25) which allows an employee to retire at age 55 with 25 or more years of credited service with full benefits. The pension system also allows an employee to retire at age 55 with fifteen or more years of credited service on a reduced allowance program, and also at age 50 with twenty-five or more years of credited service on a reduced allowance program.
- (4) On July 1, 1988, the Benefit Program E was adopted. Benefit Program E covered only those retirees who had been on the pension payroll for a full calendar year.
- (5) Effective January 1, 1994, employees shall be required to contribute 1.5% of their weekly gross pay to the Pension System.

ARTICLE 16 - WORK STOPPAGE

Section 16.1 - No Strike - No Lockout Pledge: The union agrees during the term of this Agreement, that it nor employees represented by it will strike, slowdown, engage in mass sick calls, sympathy strikes, unlawful picketing, or in any other manner impede the full working efficiency of the City, including refusals to perform customarily assigned duties and overtime work. The City agrees that during the same period there shall be no lock-outs. The Union shall neither cause nor counsel any or all of its

members to engage in such acts. Such acts are hereby deemed illegal and a violation of this Agreement.

Section 16.2 - Discipline for Violation of No Strike Pledge: Any or all of the employees who engage in any activity prohibited in this Article shall be subject to discharge or other discipline as may be determined in the sole discretion of the City. Notwithstanding the above, any question concerning whether an employee actually engaged in such prohibited activity may be resolved under the grievance procedure, provided that a grievance is timely filed.

ARTICLE 17 - MISCELLANEOUS

Section 17.1 - Rules and Regulations: It is understood that the City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations and service to the community. In the event the Union desires to challenge the reasonableness of any new rule or regulation, the matter shall be resolved under the grievance procedure, provided that a grievance is filed within ten (10) regularly scheduled working days after the Union has notice of the new rule or regulation.

Section 17.2 - Subcontracting: Nothing contained in this Agreement shall be construed to prohibit the City from contracting or subcontracting any work normally performed by Unit employees which, in the City's judgment, it does not have the manpower, equipment, facilities or ability to perform or cannot perform on an efficient or economical basis with the existing work force. The City will give the Union a two (2) month written notice of any intent to subcontract work normally performed by Bargaining Unit members. If the City's decision will result in the elimination of positions covered by this Agreement, the City, upon written request, shall meet with the Union to negotiate the effects of the displacement on the affected employees.

Section 17.3 - Residency: Individuals commencing employment with the City on or after September 1, 1983, shall be required to establish residency within the Metropolitan Area within one (1) year from the date of hire. All employees who are required to establish and/or maintain residence under this policy shall comply with such request as a condition of continued employment. Any employee who fails to abide by the provisions of this section shall forfeit his employment thirty (30) days after written notice shall be given such employee by the City Manager that the employee is in violation of the residency requirement. Such forfeiture of employment shall be considered a voluntary separation from service as an employee and such act shall constitute a resignation.

- (a) Metropolitan Area shall be defined as: within the corporate limits of the City of Battle Creek, and also within the corporate limits of the following jurisdictions: the City of Springfield and the Townships of Bedford, Emmett, Pennfield, Leroy and Newton.
- (b) Full-time bargaining unit members employed on or before September 1, 1983 shall be exempt from his residency policy.

Section 17.4 - Safety Shoes. For those nonprobationary employees who are required by the City to wear safety shoes, the City agrees to contribute up to Thirty Dollars (\$30) once each year of this Agreement toward the cost of safety shoes purchased. Such shoes shall be selected by the employee and the purchase price, less any contribution by the City, shall be deducted from the employee's pay.

Section 17.5 - Uniforms: The City agrees to provide uniforms to employees working in the following classifications:

Code Compliance Officials
 Engineering Technician II
 Engineering Technician III
 Building Inspector
 Sign Inspector
 Mechanical Inspector
 Plumbing Inspector
 Electrical Inspector

Employees who receive uniforms pursuant to this subsection are required to wear them during their work day.

Section 17.6 - Amendments: This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. The Agreement may not be amended, altered or added to, except by mutual consent of the parties in writing. All motions, resolutions, or ordinances heretofore adopted by the City which relate to employees covered by this Agreement shall remain in full force and effect, unless the same are inconsistent with a specific provision of this Agreement and in such event they are hereby superseded by this Agreement.

Section 17.7 - Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and mutually agree that

the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 17.8 - Gender Clause: The term "employee" or "employees" shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise. Reference to a masculine noun in this Agreement shall be interpreted to include the feminine, unless specifically provided otherwise.

Section 17.9 - Savings Clause: If, during the life of this Agreement, any of the provisions contained herein, are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 17.10 - Training Pay: Where an employee is asked by a supervisor to train another employee, and such training directly relates to skills necessary to the performance of his job, and such training lasts at least one (1) hour, the employee providing such training shall receive a premium of forty cents (\$.40) for each hour actually spent on such training. The premium shall not apply to situations in which the time spent with another employee relates to acquainting that employee with procedures, office functions, the location of equipment and supplies, and other non-skills related matters.

ARTICLE 18 - DURATION

Section 1: This Agreement shall become effective as of the 1st day of September, 1992, and shall remain in full force and effect through the 31st day of August, 1995, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

LOCAL 586, UNIT 26 OF THE
SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC

CITY OF BATTLE CREEK

Victoria Burks
Robert J. Dennis

By: Rance L. Leaders
Rance L. Leaders
City Manager

By: Russell W. Claggett
Russell W. Claggett
Assistant City Attorney

James Shelton
James Shelton
Local President

By: W. Harold Macon
W. Harold Macon, Director
Employee Relations

By: Wayne D. Wiley
Wayne D. Wiley
Assistant City Manager

APPENDIX "A"

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
Assessing Cartographer	024	7/1/92	22,657	23,615	27,447
		7/1/93	23,564	24,560	28,545
		7/1/94	24,330 ^{41,58}	25,358 ^{41,65}	29,472 ⁵¹
Property Appraiser I	030	7/1/92	25,501	26,599	31,492
		7/1/93	26,521	27,663	32,752
		7/1/94	27,383 ^{21,10}	28,562 ^{54,28}	33,816 ⁵⁰
Property Appraiser II	031	7/1/92	28,392	29,634	34,994
		7/1/93	29,528	30,819	36,394
		7/1/94	30,487	31,821	37,576
Data Processing Tech. I <i>INFO CTR SPEC</i>	040 <i>040</i>	7/1/92	22,631	23,584	27,395
		7/1/93	23,537	24,527	28,490
		7/1/94	24,302	25,325	29,416
Assistant City Clerk	045	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Employment/Benefits Clerk	054	7/1/92	23,593	24,536	27,972
		7/1/93	24,537	25,517	29,091
		7/1/94	25,335	26,346	30,036
Safety/Loss Control Officer	058	7/1/92	22,773	23,715	27,390
		7/1/93	23,684	24,664	28,486
		7/1/94	24,454	25,465	29,412
Admin Asst/Recreation	068	7/1/92	24,264	25,265	29,536
		7/1/93	25,235	26,275	30,717
		7/1/94	26,055	27,129	31,716
Admin Asst/Finance	070	7/1/92	24,970	26,043	30,729
		7/1/93	25,969	27,084	31,958
		7/1/94	26,813	27,965	32,997
Equipment Trainer <i>Loss Control OFFR</i>	074	7/1/92	22,657	23,615	27,447
		7/1/93	23,564	24,560	28,545
		7/1/94	24,330 23,631	25,358 24,846	29,472 24,539
Contract Compliance Aide	100	7/1/92	20,984	21,850	25,238
		7/1/93	21,823	22,724	26,247
		7/1/94	22,533	23,463	27,100
<i>EIP COORDINATOR</i>	<i>070</i>	<i>\$35,626</i>	<i>\$ 37,185</i>	<i>\$ 44,533</i>	

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
Accountant/Grants Monitor Fund Accountant	115	7/1/92	29,787	30,501	35,161
	118	7/1/93	30,978	31,721	36,568
		7/1/94	31,985	32,753	37,756
Accounting Clerk	120	7/1/92	22,766	23,726	27,579
		7/1/93	23,676	24,675	28,682
		7/1/94	24,446	25,476	29,614
Insurance Clerk	121	7/1/92	22,385	23,311	26,955
		7/1/93	23,280	24,243	28,033
		7/1/94	24,037	25,031	28,944
Investment Officer	122	7/1/92	26,064	27,191	31,717
		7/1/93	27,107	28,278	32,986
		7/1/94	27,988	29,197	34,058
Tax Audit Clerk	123	7/1/92	20,984	21,850	25,238
		7/1/93	21,823	22,724	26,247
		7/1/94	22,533	23,463	27,100
Account Clerk II Account Clerk/Teller	125	7/1/92	18,735	19,483	22,699
	126	7/1/93	19,484	20,263	23,607
		7/1/94	20,117	20,921	24,374
Account Clerk I	130	7/1/92	16,797	17,457	20,355
		7/1/93	17,469	18,156	21,169
		7/1/94	18,037	18,746	21,857
Buyer	140	7/1/92	23,083	24,060	28,024
		7/1/93	24,006	25,023	29,145
		7/1/94	24,786	25,836	30,092
Security Courier	146	7/1/92	19,793	20,603	23,813
		7/1/93	20,585	21,428	24,765
		7/1/94	21,254	22,124	25,570
Exec. Secretary/Police	147	7/1/92	25,058	26,074	30,115
		7/1/93	26,060	27,117	31,320
		7/1/94	26,907	27,998	32,338
Programmer	149	7/1/92	24,937	25,949	29,972
		7/1/93	25,935	26,987	31,171
		7/1/94	26,777	27,864	32,184
Programmer/Analyst	154	7/1/92	30,215	31,804	37,417
		7/1/93	31,424	33,076	38,914
		7/1/94	32,445	34,151	40,179
Computer Operator	155	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
Keypunch/Sycor Operator	156	7/1/92	17,989	18,714	21,732
		7/1/93	18,708	19,462	22,601
		7/1/94	19,316	20,095	23,336
Lead Keypunch Operator	157	7/1/92	19,280	20,063	23,218
		7/1/93	20,051	20,865	24,147
		7/1/94	20,702	21,543	24,931
Secretary/Lead Word Processor	161	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Court Executive Secretary	162	7/1/92	22,704	23,643	27,306
		7/1/93	23,612	24,589	28,398
		7/1/94	24,380	25,388	29,321
Receptionist	163	7/1/92	17,990	18,713	21,731
		7/1/93	18,710	19,461	22,600
		7/1/94	19,318	20,094	23,335
Secretarial Stenographer	165	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Purchasing Clerk	166	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Personnel Clerk	167	7/1/92	22,704	23,643	27,306
		7/1/93	23,612	24,589	28,398
		7/1/94	24,380	25,388	29,321
Finance Secretary	169	7/1/92	22,385	23,311	26,924
		7/1/93	23,280	24,243	28,000
		7/1/94	24,037	25,031	28,910
Stenographer	170	7/1/92	18,942	19,709	22,829
		7/1/93	19,699	20,497	23,742 ^{25,4}
		7/1/94	20,339	21,164	24,514 ^{26,2}
Special Assessment Clerk	171	7/1/92	19,620	20,431	23,597
		7/1/93	20,404	21,248	24,540
		7/1/94	21,068	21,939	25,338
Jr. Word Processor	177	7/1/92	18,735	19,483	22,699
		7/1/93	19,484	20,263	23,607
		7/1/94	20,117	20,921	24,374
Senior Word Processor	178	7/1/92	18,942	19,709	22,829
		7/1/93	19,699	20,497	23,742
		7/1/94	20,339	21,164	24,514

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
Bindery Clerk	179	7/1/92	16,797	17,457	20,355
		7/1/93	17,469	18,156	21,169
		7/1/94	18,037	18,746	21,857
Mailroom/Inventory Clerk	180	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Multilith Operator	181	7/1/92	20,282	21,119	24,392
		7/1/93	21,093	21,964	25,368
		7/1/94	21,779	22,678	26,192
Multilith Operator II	182	7/1/92	23,084	24,060	28,025
		7/1/93	24,007	25,023	29,146
		7/1/94	24,787	25,836	30,093
Graphics Production Coordinator	183	7/1/92	24,976	26,046	30,760
		7/1/93	25,975	27,088	31,990
		7/1/94	26,819	27,968	33,030
Clerk Typist	190	7/1/92	16,519	17,169	20,035
		7/1/93	17,180	17,856	20,836
		7/1/94	17,738	18,436	21,513
Warrant Clerk	193	7/1/92	17,989	18,714	21,732
		7/1/93	18,708	19,462	22,601
		7/1/94	19,316	20,095	23,336
Police Records Clerk	194	7/1/92	17,074	17,748	20,671
		7/1/93	17,757	18,458	21,498
		7/1/94	18,334	19,057	22,197
Transit Planner	216	7/1/92	27,194	28,376	33,304
City Planner I	218	7/1/93	28,282	29,511	34,636
		7/1/94	29,201	30,471	35,762
Planning Technician	220	7/1/92	23,084	24,059	28,024
		7/1/93	24,007	25,022	29,145
		7/1/94	24,787	25,835	30,092
City Surveyor	229	7/1/92	31,645	33,050	39,577
Drainage Engineer	237	7/1/93	32,911	34,372	41,160
		7/1/94	33,981	35,489	42,498
Civil Engineer	235	7/1/92	33,964	35,962	39,958
		7/1/93	35,323	37,400	41,556
		7/1/94	36,471	38,616	42,907
Traffic Engineering Tech.	239	7/1/92	20,281	21,120	24,393
		7/1/93	21,092	21,965	25,369

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
		7/1/94	21,778	22,679	26,193
Industrial/Sludge Analyst	241	7/1/92	24,976	26,046	30,739
		7/1/93	25,975	27,088	31,969
		7/1/94	26,819	27,968	33,008
Housing Rehab. Loan Ofcr.	243	7/1/92	26,064	27,191	31,717
		7/1/93	27,107	28,278	32,986
		7/1/94	27,988	29,197	34,058
Civil Eng. Tech. III	245	7/1/92	24,976	26,046	30,739
		7/1/93	25,975	27,088	31,969
		7/1/94	26,819	27,968	33,008
Civil Eng. Tech. II	250	7/1/92	22,657	23,615	27,447
Sr. Code Compliance Ofcr.	271*	7/1/93	23,564	24,560	28,545
		7/1/94	24,330	25,358	29,472 30,971
Building Inspector	270	7/1/92	26,064	27,191	31,717
		7/1/93	27,107	28,278	32,986
		7/1/94	27,988	29,197	34,058
Mechanical Inspector	272	7/1/92	26,838	27,999	32,659
Plumbing Inspector	275	7/1/93	27,912	29,119	33,965
Electrical Inspector	280	7/1/94	28,819	30,065	35,069
Code Compliance Ofcr.	274	7/1/92	20,884	21,746	25,117
		7/1/93	21,720	22,616	26,122
		7/1/94	22,425	23,351	26,971
Public Utilities Engineer	311	7/1/92	31,645	33,050	39,577
		7/1/93	32,911	34,372	41,160
		7/1/94	33,981	35,489	42,498
Storekeeper	425	7/1/92	23,084	24,060	28,025
Stock Attendant	426	7/1/93	24,007	25,023	29,146
		7/1/94	24,787	25,836	30,093
Stock Clerk	430	7/1/92	20,616	21,472	24,822
		7/1/93	21,441	22,331	25,815
		7/1/94	22,137	23,056	26,654
Instrumentation/ Elec. Spec.	529	7/1/92	25,501	26,599	31,492
		7/1/93	26,521	27,663	32,752
		7/1/94	27,383	28,562	33,816
Lab Tech I	574	7/1/92	19,313	20,093	23,233
		7/1/93	20,085	20,897	24,162
		7/1/94	20,738	21,576	24,947
Lab Tech II	575	7/1/92	22,657	23,615	27,447

<u>Class Title</u>	<u>Class Code</u>	<u>Year</u>	<u>A</u>	<u>B</u>	<u>C</u>
		7/1/93	23,564	24,560	28,545
		7/1/94	24,330	25,353	29,472
Chemist	580	7/1/92	24,976	26,046	30,739
		7/1/93	25,975	27,088	31,969
		7/1/94	26,819	27,968	33,008
Recreation Technician	673	7/1/92	23,083	24,060	28,024
		7/1/93	24,006	25,023	29,145
		7/1/94	24,786	25,835	30,092
Activities Coordinator	676	7/1/92	19,084	19,924	24,104
		7/1/93	19,847	20,721	25,068
		7/1/94	20,492	21,395	25,883
Recreation Senior Program Aide	683	7/1/92	17,050	17,731	18,648
		7/1/93	17,732	18,440	19,394
		7/1/94	18,308	19,040	20,024
Police Data Specialist	761	7/1/92	20,379	21,221	24,510
		7/1/93	21,194	22,070	25,490
		7/1/94	21,883	22,787	26,318
Animal Control Officer	780	7/1/92	22,657	23,612	27,447
		7/1/93	23,564	24,557	28,545
		7/1/94	24,330	25,355	29,472
Property Technician	788	7/1/92	23,084	24,059	28,024
		7/1/93	24,007	25,022	29,145
		7/1/94	24,787	25,835	30,092
I. D. Tech	796	7/1/92	26,064	27,191	31,717
		7/1/93	27,107	28,278	32,986
		7/1/94	27,988	29,197	34,058

NOTE: When an employee is required to use the computer terminal to perform word processing tasks, and word processing is not a part of the regular job function, such employee shall be paid an additional \$.20 per hour for each hour engaged in word processing.

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