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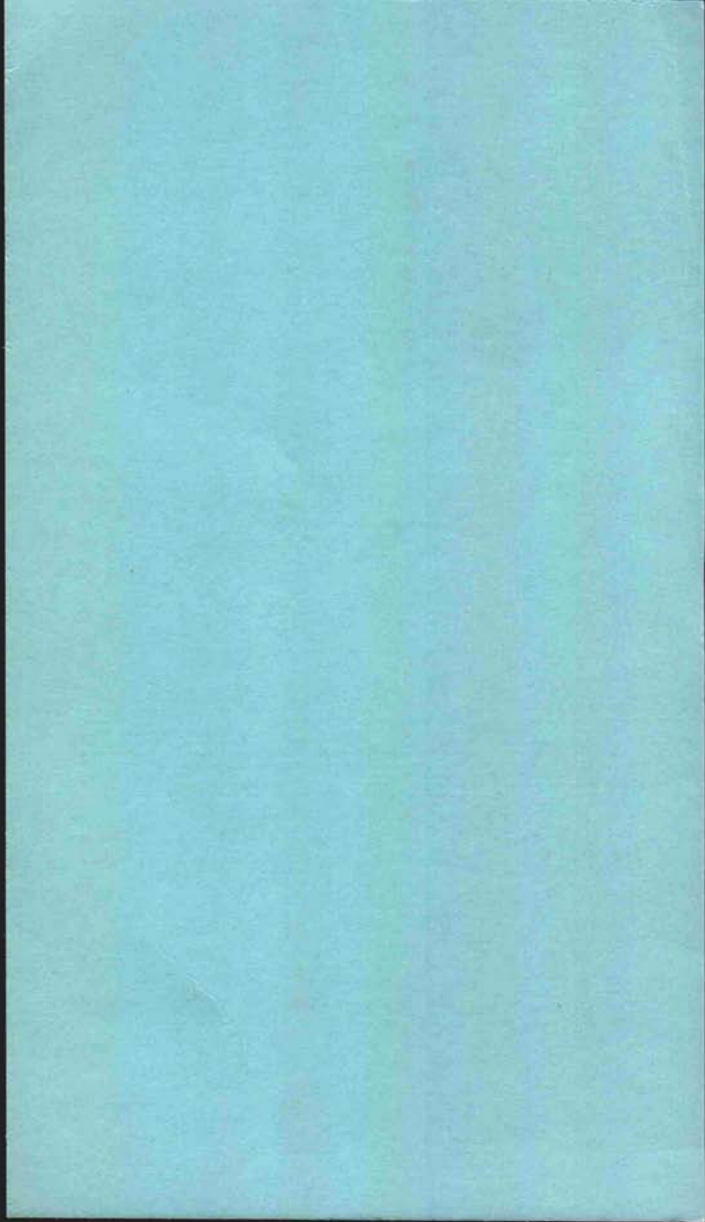
CONTRACT BETWEEN THE  
CITY OF ANN ARBOR  
AND  
LOCAL 369 OF THE  
INTERNATIONAL UNION OF THE  
AMERICAN FEDERATION  
OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO

COMMENCING JULY 1, 1984  
CONCLUDING JUNE 30, 1987



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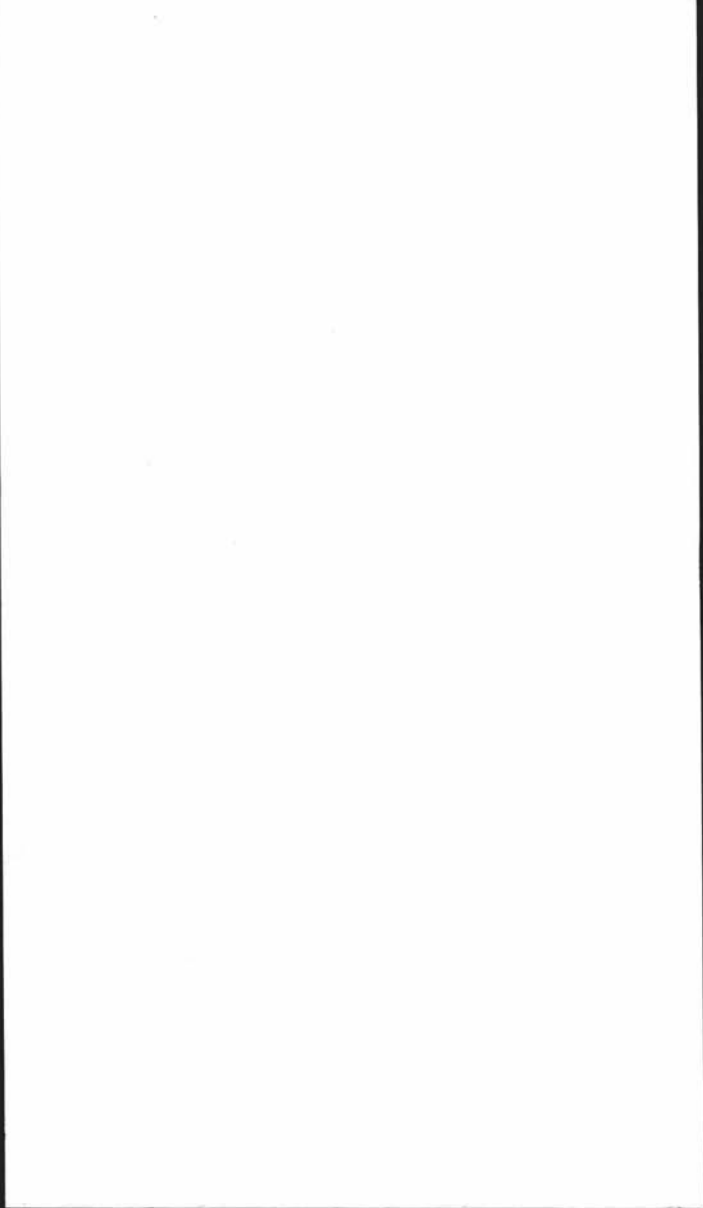
*Ann Arbor, City of*



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THIS CONTRACT entered into on this 5th day of November, 1984 between the City of Ann Arbor (hereinafter referred to as the "Employer"), and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

#### **PURPOSE AND INTENT**

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

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

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

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## 1. RECOGNITION - SCOPE OF CONTRACT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for which collective bargaining is mandatorily prescribed by law, in accordance with Section II of said Act, for the term of this contract of all eligible employees of the Employer included in the units described below, *excluding all supervisory and confidential employees, as defined by the Michigan Employment Relations Commission.*

Central Services	Transportation
Planning	City Clerk
Solid Waste	Building
Parks and Recreation	Municipal Garage
Utilities	Engineering

The Union does not represent new probationary, temporary or seasonal employees, except as provided for in this Contract.

Representation of additional employees will be on a departmental (as defined by City Statute) basis only. When a majority of eligible employees in a department become members of the Union, as evidenced by Union payroll deductions authorizations, the terms of this contract will apply to the employees in that department. If employee classes are not within the Union wage schedule, wages and fringes shall be determined by negotiation at the time of Union membership.

Should the Employer reorganize any department subject to the terms of this contract, after such reorganization the Union will continue to represent the employees in the affected department and the terms of this contract will continue to apply. The employees covered by this contract shall only be those in the classifications listed in the Appendix D of this Contract and such other classifications as may be assigned to the respective department in accordance with the provisions of this contract.

## 2. DISCRIMINATION

No persons covered by this Contract shall be discriminated against because of race, sex, creed, color, national origin, age or sexual preference. Active efforts shall be made by the City and the Union to develop a heterogeneous workforce in accordance with Federal requirements and the City's Affirmative Action Plan. The Employer

shall take steps to assure that employment assignments and promotions are given on an equal, nondiscriminatory basis.

The Employer shall take steps to insure that management or supervision treats bargaining unit members in a fair and equitable manner.

### **3. AID TO OTHER UNIONS**

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

### **4. UNION SECURITY (Requirements of Union Membership)**

#### **a. Maintenance of Membership**

Employees covered by this contract at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this contract. Employees covered by this contract who becomes members of the Union during the life of this contract shall be required to continue membership in the Union for the duration of this contract. Employees who shall continue to tender, or for whom there is tendered until expiration of this contract the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he/she may do so by giving notice to the Union and the City Controller's office during the ten (10) days immediately prior to the expiration of this contract. Such notice must be in writing and must be signed by the member.

A member may also withdraw from the Union thirty (30) days after giving notice to the Union when he/she is promoted to a nonunion position or transfers to a nonunion position. Dues will be deducted until the end of the 30-day period after written notification is given to the Controller's office and the Union.

#### **b. Agency Shop**

Employees covered by this contract who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay an amount equal to the

monthly Union dues to the local union for the service and administration of this Contract for the duration of this contract.

Employees covered by this contract who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this contract, shall be required, as a condition of continued employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this contract.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be a member of the Union and shall be deemed to meet the conditions of this section. The subsection shall not apply to supervisory personnel, nor to persons in the job classifications enumerated in Appendix D.

c. Termination Penalty for Delinquency in Paying Dues.

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

No employee shall be terminated under Section (a) or (b) of this Article unless:

1. The Union first has notified the employee by certified letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the City for termination as provided in this Article; and
2. The Union has furnished the City with written proof that the procedure of Section C (1) of this Article has been followed, or has supplied the city with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the

collective bargaining contract, and that under the terms of the contract, the City shall terminate the employee."

d. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this section or section 5, except to the extent any such claims shall be caused by any act or omission of the Employer.

**5. UNION DUES, INITIATION FEES OR SERVICE CHARGE**

a. Payment of Check-off

During the life of this contract, and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form:

**AUTHORIZATION FOR PAYROLL DEDUCTION**

I hereby request and authorize the City of Ann Arbor to:

1. deduct from my wages each month the uniform amount duly established from time to time by Local 369 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, as its regular monthly dues or service charge; and

2. remit said amount to the Financial Officer as designated by Local 369.

This authorization shall remain in full effect and may not be revoked until ten days before the expiration of the current contract between the City and said Union, or under conditions as stated in Article 4(a), paragraph three.

I further agree and direct that the above authorization be automatically renewed for one year, or for the period of each succeeding contract between the City and the said Union which provides for the deduction of uniform dues or service charges, unless I give written notice of cancellation during the last ten (10) days or under conditions as stated in Article 4(a),

paragraph three, in which the above authorization or any renewal thereof, is in effect. (Check one box below.) Deduct:

Union Dues

Service Charge

By: \_\_\_\_\_  
(PRINT) Last Name                      First                      Middle

To: \_\_\_\_\_  
Employer                      CLASSIFICATION                      Department

Date to Start: \_\_\_\_\_

Deduction: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City    State    Zip

1. When there is a change in the present Union membership dues or service charge, written notification will be given to the City Administrator by an authorized officer or officers of the Union. The change will be implemented as soon as possible, but not to exceed four (4) weeks.
2. The Union agrees to refund to management, by way of deduction from future payments, any amounts paid to it in error on account of the check-off provision, upon presentation of proper evidence thereof.
3. The Employer agrees to pay to the Union any amounts it failed to pay in error upon presentation of proper evidence thereof.

b. When Deductions Begin

Check-off deductions under a properly executed Authorization for Check-off of Dues or Service Charge form shall become effective at the time the authorization is signed by the employee, and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

c. Monthly Deductions

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

Each list shall include the employee's date of hire, the classification the employee is performing at the time the list is submitted, and the date the employee started working in that classification in that department. The Union will also be informed of any change in employee status.

2. The Employer shall additionally indicate the amount deducted, and notify the financial officer of the Council and local recording officer of the addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer and local recording officer by submission of an alphabetical list of all new hires and current members' name and/or address changes since the previous month's remittance of dues.

d. Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure or a special conference, or a MERC decision.

6. **STEWARDS**

The Employer recognizes the right of the Union to designate a Chief Steward, Stewards, and Alternate Stewards based on 1:12 ratio according to the principle of proportional representation which reflects the increase and decrease in the work force. Once the Chief Steward, Stewards, and Alternates are selected, their names will be submitted to the Head of the Department in which they work and to the Personnel/ Human Rights Department for their information.

a. All Stewards shall be permitted reasonable time to receive (but not solicit), investigate, present and process grievances on the premises of the City, without loss of pay or time during their normal working hours. The Chief Steward's involvement in grievances disciplinary matters begins at the third step of those procedures unless his/her Department Head releases him/her to attend at an earlier step.

b. In exercising the responsibilities under this paragraph, Stewards must first make prior arrangements with their Supervisor and receive approved release time. Unless said time is arranged with the Supervisor, the Steward may lose pay for unofficial release time.

## 7. SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) shall be arranged between the local Union President or his/her designee and Employer representatives within ten (10) regularly scheduled working days after request of either party, unless the Union and Employer mutually agree to an extension of time, subject to the following conditions:

a. Such meetings shall be attended by a maximum of four (4) Union representatives, and may also be attended by representatives of the International Union.

b. The party requesting a special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If both parties have subjects they wish to discuss, they shall exchange agenda. Discussions at special conferences shall be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. The items listed on the agenda shall be in sufficient detail to apprise the other party of the scope of the subject to be discussed. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) day prior to the conference.

c. Such special conferences shall be held during the regular 8:00 a.m. to 5:00 p.m. working hours. Employees requested to attend such conferences shall do so without loss of pay or time during the normal working hours.

d. If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) work days of the conference.

## **8. MANAGEMENT RIGHTS**

The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this contract including, by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the City.

## **9. NO STRIKE CLAUSE**

The Union agrees that during the life of this contract, neither the Union, its agent, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lock-out.

## **10. DEPARTMENTAL WORK RULES AND CITYWIDE PERSONNEL RULES AND REGULATIONS**

a. Management shall establish and uniformly enforce in each department work rules that do not modify or conflict with the existing Contract by the procedure listed in (b) below. These rules shall be standardized wherever possible. All new work rules must be approved by the City administrator.

b. A Department Head who wishes to change, add new, or modify existing work rules will issue a memo to the Union Steward indicating such intent and the nature of the change. The Union Steward will then have ten (10) work days to review and submit comments in writing regarding the proposed change. If the Steward's comments are in conflict, the Department Head will then call a meeting with the Union Steward and Chief Steward to resolve the change. If, in the event there is no resolution to the proposed rule, the Union can make a written appeal to the City Administrator within ten (10) work days from the final department meeting citing reasons for the conflict. The City Administrator shall call a meeting to attempt to resolve the differences. The rule, as decided upon by the City Administrator, shall go into effect ten (10) work days after the meeting. The Department Head or his/her designee and the Union shall be responsible for explaining the rules to the employees.

c. New City-wide personnel rules and regulations shall be presented to the President of the Union by the Director of Personnel/ Human Rights. The Union President will then have ten (10) work days to review and submit comments in writing regarding the proposed change.



If the Union President does not concur with personnel rules and regulations as submitted, then the Union President may submit a written appeal to the City Administrator. The City Administrator shall call a meeting to attempt to resolve the differences before submitting the personnel rules and regulations to council for approval. All personnel rules and regulations not in conflict with this contract are applicable to all bargaining unit members.

d. In the event the proposed work rules appear to be in conflict with, and/or modify the existing contract, a special conference may be convened as outlined in Article 7 of this contract.

e. All work rules shall be distributed to each employee covered by the work rules. It will be the responsibility of each Department Head to see that a copy is posted on the department bulletin boards.

## **II. GRIEVANCE PROCEDURE**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Union policy grievances may be filed by the Union President or his/her designee, and entered at Step 2 of the grievance procedure.

Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application or alleged violations of the terms and provisions of this contract, and shall also include oral and written reprimands. The informal resolution of grievances or disputes is urged and encouraged to be resolved at the lowest possible level of supervision. Grievances, which by their nature cannot be settled at a preliminary step of the grievance procedure, may by mutual waiver of a lower step, be filed in an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested to the grievance could be granted.

### **a. Step 1**

An employee who feels he/she has been aggrieved because of a provision of this contract has not been applied or interpreted properly, may discuss his/her grievance with his/her immediate supervisor within seven (7) work days after knowledge of the events giving rise to the grievance. The employee shall have the right to have a Steward present at this initial discussion if he/she so desires. The supervisor shall give a verbal response within four (4) work days following this discussion. The supervisor will notify the Steward and employee of his/her answer.

The employee may file a formal grievance on a grievance form provided by the Employer within seven (7) work days of his/her reasonable knowledge of the events giving rise to the grievance. The statement of the grievance which shall be confined to the grievance form shall set forth the nature of the grievance, the date of the matter complained of, the names of the employees involved, the circumstances surrounding the grievance, the specific contract sections alleged to have been violated and the remedy sought to rectify the grievance. A copy of the grievance shall be submitted to the Personnel/Human Rights Department by the supervisor. The supervisor shall respond in writing on the grievance form within seven (7) work days of receiving the written grievance.

b. Step 2

If the employee and/or the Union are not satisfied with the supervisor's written response, he/she shall state the reasons therefor on the grievance form, and must submit the grievance form to his/her Department Head within seven (7) work days. The Department Head, upon receiving a grievance, shall hold a meeting within seven (7) work days of receiving the grievance. The employee shall have the right to attend and have his/her Steward present at this meeting and shall have the right to meet with his/her Steward for thirty (30) minutes immediately prior to the meeting. The Department Head shall make a written response within seven (7) work days after the meeting.

c. Step 3

If the employee and/or the Union are not satisfied with the Department Head's response, he/she shall state the reasons therefor on the grievance form and submit the grievance form to the City Administrator or his/her designee within seven (7) work days of the Department Head's answer. The City Administrator or his/her designee shall either give a written response within seven (7) work days of receiving the grievance or hold a meeting within seven (7) work days of receiving the grievance. If a meeting is held, the City Administrator or his/her designee shall give a written response within seven (7) work days of the completion of the meeting. The City Administrator's response concerning Third Step grievance matters shall be filed through the Chief Steward with a copy to the Union President. The employee shall have the right to attend and meet with his/her Steward for sixty (60) minutes prior to this meeting. The Chief Steward shall be allowed up to two hours off with pay to investigate the nature of the grievance he/she is to discuss with the City Administrator's representatives.

d. Step 4

If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to a mutually agreeable arbitrator or to the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules, provided such submission is made within thirty (30) work days after receipt by the Union of the City Administrator's answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The decision of the arbitrator shall be binding on both parties. The aggrieved employee shall have the right to attend the arbitration hearing.

e. Cost of Arbitration

If the grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the arbitrator's fee. If grievance is submitted to an arbitrator by the Union, the City and the Union shall each pay one-half of the arbitrator's fee.

f. Power of Arbitrator

An arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union. The arbitrator shall not consider in the arbitration proceedings any Contract sections that have not been specifically alleged to have been violated during the grievance steps, unless the union notifies the Employer of such intention fourteen (14) days prior to the commencement of arbitration. Either party may then request a pre-arbitration conference. A written statement will be rendered by the City Administrator or his/her designee, if there is any change in the City's previous position.

g. Time Limitations for Grievance Procedure

If no appeal is taken by the employee and/or the Union within the time limits set forth above, the grievance shall be considered as being settled on the basis of the Employer's last answer. If an answer in writing is not presented to the Union representative within the prescribed time limit *or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.*

h. Grievance Form

The City and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the City and provided to the Union and employees as requested. The form shall be used in filing a grievance. The top copy of the form shall be the property of the employee filing the grievance, and shall be returned to the employee upon completion of the case.

**12. DISCHARGE AND LOST TIME DISCIPLINE**

a. The Employer agrees that it will not discharge or discipline any employees without just cause. *Oral and written reprimands shall be appealable under Article 11 of this Contract.*

b. When an employee has engaged in conduct which could lead to discharge or discipline, the employee's Department Head or his/her designated representative will notify the employee of the events giving rise to possible disciplinary action within seven (7) work days after knowledge of the offense. In the case of any alleged misconduct which requires an investigation, knowledge shall be presumed at the conclusion of said investigation.

1. Before any action is taken, the Department Head or his/her designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to meeting with the Department Head and to have his/her Union representative present when he/she meets with the Department Head. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his/her Union representative.

2. In cases where it is necessary for a Department Head or designated representative to immediately relieve the employee from working, and where either a Steward is not present or further investigation is required, the employee will be notified of the events giving rise to possible disciplinary action, and can be relieved from duty for up to two (2) working days with pay, pending completion of the investigation or the arrangement of a meeting with the Steward.

3. If the above investigation determines the charges were valid, and discipline is required, the time already spent on suspension may be considered as part of the disciplinary action. In the event the investigation determines the charges are invalid, any disciplinary action contemplated shall be dropped and his/her record be expunged.

c. *Should the disciplined employee consider the discipline to be improper, a written complaint specifying the reasons therefore and the provisions of the contract violated should be presented through the Union President within seven (7) working days after the discipline date, to the Department Head or his/her designated representative. Either the affected employee or the Department Head can request that a meeting be held to discuss the action taken. In the event that a meeting is requested, it shall be held within seven (7) working days from the request, and the Department Head or his/her designated representative shall give a written answer within seven (7) working days following the meeting. If no meeting is requested, the Department Head or designated representative shall give a written answer to the Union President within seven (7) working days of receiving the written complaint.*

d. *Should the disciplined employee be dissatisfied with the Department Head's answer under Section c. or should a discharged employee consider the discharge to be improper, an appeal may be made through the Union President within seven (7) working days after the Department Head's answer or the discharge date to the City Administrator or his designated representative. Either the affected employee or the City Administrator can request that a meeting be held to discuss the action taken. In the event that a meeting is requested it shall be held within seven (7) working days from the request, and the City Administrator his/her designated representative shall give a written answer to the Union President within seven (7) working days following the meeting. If no meeting is requested, the City Administrator or his/her designated representative shall give a written answer within seven (7) working days of receiving the written complaint. If the City Administrator's decision is not satisfactory to the employee and to the Union, the matter shall be referred to step 4 of the grievance procedure as outlined in Article 11 within thirty (30) working days of the date of the City Administrator's decision. This section is the exclusive contractual remedy for cases involving discharge and lost time discipline. Oral and written reprimands shall not be appealable under this article (see Article 11).*

e. *In imposing a discharge/ or discipline on a current charge, the employer will not base his/ her decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously. Employees may be discharged or disciplined for falsification of the employment application after the period of two (2) years from date of hire, if such falsification is related to the current charges.*

f. An employee unable to perform his/her present job due to the loss of a required license or physical condition will be laid off unless there is an existing vacant position which he/she is capable of performing.

### 13. PERSONNEL RECORDS

#### a. Employee Files

An employee, upon reasonable notice to the Personnel/ Human Rights Department, may review his/her personnel file and may request that it be updated.

#### b. Expunging Records

Upon employee request, records of disciplinary actions issued shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken.

#### c. Medical Records

To insure confidentiality, detailed medical records and reports regarding an employee shall not be released in conjunction with the employee's personnel file. This does not include information regarding an employee's pre-employment physical or routine statements regarding an employee's fitness for work.

### 14. SENIORITY (Probationary and Temporary Employees)

a. New permanent employees hired in the unit shall be employed on a three (3) month trial basis. With the Union's agreement, the Employer may extend the probationary period for just cause relating to the employee's questionable ability to satisfactorily perform the job duties, said extension not to exceed three (3) months.

When an employee satisfactorily completes the probationary period and accumulates three (3) consecutive months of employment within not more than six (6) months, he/she shall, upon recommendation of his/her supervisor and with a satisfactory three (3) month evaluation, be entered on the seniority list of the unit and shall rank for seniority from the date of hire.

There shall be no seniority among probationary employees. Probationary employees shall receive written evaluations at two (2) months and three (3) months.

b. The Union shall represent new permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this contract, except employees discharged and disciplined.

c. Temporary and seasonal employees hired in the unit shall accumulate seniority on the basis of the months they serve in the bargaining unit. If temporary or seasonal employees are hired as permanent employees, the time served as a temporary or seasonal employee will count as probationary time and they shall receive sick time and vacation time credit from the last date of hire. It is understood and agreed that the Union does not represent temporary or seasonal employees. No employee in the bargaining unit shall be employed in a full-time temporary or part-time temporary position for a period greater than six (6) consecutive months, or as a seasonal employee for more than ten (10) consecutive months *without the mutual written consent of the Union*. If, at the end of that time the person is still employed, that person shall become permanent or be released from City employment, and if so released, the position shall be abolished and not be recreated for a period of at least one (1) year. *The Union will be notified of the temporary or seasonal employees assigned to the departments covered by this contract, as outlined in Appendix D.*

#### **15. SENIORITY AND SENIORITY LISTS**

a. Seniority shall be on a bargaining unit-wide basis, in accordance with the employee's last date of hire.

b. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

c. The seniority lists on the date of this Agreement will show the names, job titles, grade, home address, and date of hire, with the most senior first, of all employees of the unit entitled to seniority.

d. The employer will keep the seniority list up-to-date at all times, and will provide the local Union with up-to-date copies at least every six (6) months.

e. Information regarding additions and deletions from the Union shall be accessible to the Union in the City Personnel/Human Rights Department.

## 16. LOSS OF SENIORITY

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

- a. He/she quit City employment
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification by certified mail to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure. Discharge under this subsection is not subject to the prior notification contained in Section 12(b).
- d. Failure to return to work when recalled from layoff, as set forth in the recall procedure, will be treated the same as (c) above. In proper cases, exceptions shall be made with the consent of the Employer. Discharge under this subsection is not subject to the prior notification procedure contained in Section 12(b).
- e. Failure to return from sick leave and leaves of absence will be treated the same as (c) above. Discharge under this subsection is not subject to the prior notification procedure contained in Section 12(b).
- f. He/she retires.
- g. While an employee is on layoff status, he/she shall continue to accrue seniority for all purposes under this contract for the first six (6) months that he/she is laid off. For the next eighteen (18) months that an employee is on layoff status, he/she shall not accrue seniority for purposes of computing sick time, vacation time or longevity increases. During this eighteen (18) month period, the employee shall continue to accrue unit and classification seniority for other purposes.
- h. An employee shall lose his/her seniority and have his/her employment severed if he/she has been laid off and not recalled after twenty-four (24) months.



## **17. SHIFT PREFERENCE**

- a. Shift preference for vacant positions in a unit will be granted on the basis of seniority within the classification in the unit. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made. Another procedure shall be utilized if mutually agreed upon by the employees in the department and the Department Head.
- b. In cases of a 24-hour, 7-days-a-week operation, there shall be either a rotating schedule, rotating all employees on an equal basis, or a straight shift schedule.
- c. During an employee's probationary period, he/she shall remain on days and revert to the shift his/her seniority merits, only upon satisfactory completion of his/her probationary period.
- d. Except in cases of emergency, there shall be at least eight (8) hours between scheduled shifts.

## **18. SENIORITY OF STEWARDS AND NEGOTIATING TEAM MEMBERS**

Notwithstanding his/her position on the seniority list, a Steward in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her department which he/she can perform, and shall be recalled to work in the event of a layoff on the first open job in his/her department which he/she can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current position. Notwithstanding their position on the seniority list, members of the Union negotiating team will not be laid off during the period of negotiations, as long as there is work they can perform in departments covered by this contract.

## **19. SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the President, the Vice President, Financial Secretary, Recording Secretary and Chief Steward of the local Union shall, in the event of a layoff only, be continued at all times, provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their initial probationary period.

## 20. SUPPLEMENTAL AGREEMENTS

Any Agreement or Letter of Understanding entered into after the date of this Contract shall be void and of no effect, unless in writing and approved by the President of AFSCME Local 369, and the City Administrator.

## 21. SUPERVISOR AND BARGAINING UNIT WORK

Supervisory employees or nonbargaining unit employees shall not be permitted to perform work within the bargaining unit, except in cases of an emergency arising out of an unforeseen circumstance, or unless practical consideration calls for a supervisor to perform such work which calls for his/her immediate attention or training of employees, including demonstrating the proper method to accomplish the task assigned. Work performed by supervisors under this provision shall not be to the extent that an employee is displaced, nor more than what the situation calls for. This section does not apply to work performed by part-time, seasonal, or temporary employees.

## 22. LAYOFFS

a. The Employer may lay off a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of a position, material change in the department organization, or for other related reasons that are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned equitably to other employees already working who hold positions in appropriate classes.

1. If a permanent employee is laid off, he/she shall be offered a seasonal or temporary position, if such are then being staffed.

### b. Order of Layoff

1. Layoff of employees shall be made within position classifications, within departments, on the basis of inverse order of the amount of time spent within that position classification.

2. Any employee who has received a layoff notice, and who desires to bump to another position, shall notify the Director of Personnel within seven (7) calendar days after receiving layoff notice. The Personnel Director will notify the employee as to his/her bumping rights.

c. Any employee who has received a layoff notice and desires to bump, will be allowed to do so in the following order:

1. Bid for a vacant bargaining unit position covered by this Agreement.

2. If the employee is not able to move into a vacant bargaining unit position, he/she shall have the right to bump to a lower position classification within the job series he/she is performing in the department he/she is presently serving, if he/she has more bargaining unit seniority than the least senior employee in the position. The least senior employee will then be removed from the position. A job series consists of a series of jobs that have the same title but for the number. For example: Clerk Typist I and Clerk Typist II are in the same job series. Clerk Stenographer I and Clerk Typist I are in different job series.

3. If an employee does not have any rights under Numbers 1 and 2 above, he/she shall have the right to bump the least senior employee in the same position classification he/she is presently in a department covered by this contract, if the employee who was to be laid off has more bargaining unit seniority than the least senior employee in the position in question, and if the employee desiring to bump possesses the required level of qualifications as determined by the Employer. If the employee does so bump, the least senior employee will then be removed from the position.

4. If an employee does not have any rights under 1 through 3 above, the employee shall have the right to bump into any other lower position classification covered by this contract, if he/she has more bargaining unit seniority than the least senior employee in that position, if the employee requesting to bump meets the required level of qualifications for that job. The decision as to whether the employee is so qualified shall be made within the sole discretion of the Employer. If the employee does so bump, the least senior employee will then be removed from the position. The City will determine the position into which the employee will be allowed to bump. If there is more than one position to which the employee can bump, the City will attempt to place the employee in the position which has a pay grade closest to the one from which the employee is being laid off. Employees will be allowed to bump into lower positions in other departments covered by this contract, only if there are no lower positions to which the employee can bump in his/her present department.

d. The procedure set forth in (c) above shall be available for use by an employee who is replaced as a result of the application of the above procedure.

e. Notice of Layoff

Employees who are laid off under Section (b)(1) above will be notified at least fourteen (14) calendar days before the effective date of their layoff. Employees who are being laid off as a result of being bumped by a more senior employee will be given seven (7) calendar days notice before the effective date of the layoff.

f. No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

**23. RECALL PROCEDURE**

a. When a vacancy occurs in a position classification in a department that was reduced because of layoffs, or when a new position is created in a position classification in a department that was reduced because of layoffs, or when the working force in a position classification in a department affected by layoffs is increased, employees will be recalled to fill these positions in the inverse order in which they were removed from the position. Notice of recall shall be sent to the employee at his/her last known address on file with the Personnel Department by certified mail. If the employee fails to report within ten (10) days from receipt by the employee of the mailed notice of recall, or the return of the certified recall letter to the Employer, he/she shall be considered to have quit. Exception to this provision could be made if the employee recalled is physically unable to return to work. In these cases, a medical report will be required stating the approximate date of return.

b. If an employee in a position classification in a department affected by layoffs does not return to that position when he/she is recalled, so that there continues to be a vacancy in that position, prior to posting that vacancy under Paragraph 23 of this Contract, employees in other departments covered by this Contract who were laid off from the same position classification and who have not yet been recalled will be allowed to fill the vacancy. The most senior employee who has the required level of qualifications will be offered the job first.

## 24. PROMOTIONS AND TRANSFERS

All newly created or permanent vacant positions shall be posted in a conspicuous place in each department at least seven (7) calendar days prior to filling the position. The posting shall set forth the classification, pay, department in which the vacancy exists and the job requirements. Copies of the posting are to be mailed to the Steward for each department and to the Secretary of Local 369. Employees interested shall apply within the seven (7) calendar day posting period. From among those employees who apply, the job vacancy shall be filled in the following manner:

- a. Where there are vacancies in the following jobs in departments covered by this contract, the senior bidding employee who has the ability to perform the job, and a satisfactory work record, shall be awarded the same:

- Equipment Operator I
- Parks Maintenanceman I
- Laborer
- Janitor
- Refuse Collector I
- Refuse Collector II
- Parking Facility Attendant I
- Waste Water Plant Operator I
- Water Plant Operator I
- Forestry Groundsman I
- Traffic Control Maintenanceman
- Auto Serviceman
- Clerk I
- Automotive Parts Chaser.

In the event the senior applicant is denied the position, reasons for denial shall be given in writing to said Employee and his/her Steward. This written answer shall come from the interviewing department. If the employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

- b. When any other jobs in the bargaining unit are to be filled by bidding, the most qualified applicant who meets the requirements established by the City shall be awarded the job. Should the most qualified applicant who meets the job requirements as established by the City choose not to accept the promotion, then the next best qualified applicant shall be offered the position. Where qualifications, ability, skill, interest, and work record are relatively equal, seniority will be the determining factor in awarding promotional

positions. In the event an applicant is denied a position, he/she shall be informed in writing by the interviewing department. If there are no bargaining unit employees who pass the job requirements, the job should be filled as determined by the City.

c. In determining an employee's qualifications, oral and/or written performance tests may be given. In addition, the bidding employee's overall work record shall be used to determine the employee's qualifications for the job. In no case will unfavorable aspects of an employee's work record that occurred more than twenty-four (24) months prior to the employee's bid for the position be a basis for the employee's not being awarded the position. The scores obtained by employees tested for a job in accordance with this section shall be maintained by the Personnel Office. Employees who took such tests and so desire to review their score may do so.

d. As of the effective date of this Contract, an employee shall be deemed ineligible to promote into, demote into, transfer into, or in any other manner, move into a department in which said employee has an immediate relative as a supervisor. For the purposes of this subsection, the term "immediate relative" shall include: spouse, child, brother, sister, parent, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any step-relative in any of the foregoing categories.

e. When an employee is awarded a job under the provisions set forth in Section (a) of this Article, the successful bidder shall be in a job probation and training period for a period not to exceed sixty (60) days of work in the new classification, unless the employee is in his/her original three (3) month probationary period. In this circumstance, the employee will be in a job probation and training period for either six (6) weeks or the completion of this original probationary period, whichever is longer. When an employee is awarded a job under the provisions set forth in Section (b), there shall be a job probation period not to exceed three (3) months. The job probation period for all jobs awarded under Section (b) is not a training period.

Any employee who is awarded a job under the bidding procedure set forth in Section (a) shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next twelve (12) month period.

f. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. If the employee transfers back

after the six (6) month period, he/she shall only have the seniority accumulated while working in positions with the bargaining unit. During the initial six (6) months of said transfer, the employee shall be entitled to revert back to his/her former classification if so desired.

g. When the Employer wishes to create new positions or reclassify current positions within the bargaining unit, the Personnel Director will provide the Union with a copy of such proposed changes fourteen (14) days prior to scheduled implementation. The Union shall have ten (10) days within which to review and comment on the proposed modifications as to job requirements and wage scale. Should the Union disagree with the proposed job requirements and/or wage rate, a special conference may be convened to discuss the matter.

## **25. PAYMENT OF BACK PAY CLAIMS**

If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her, and such work does exist and a written notice of his/her claim is filed within twenty-one (21) days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure, and if successful in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

## **26. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the applicable rate.

## **27. VETERANS**

### **a. Reinstatement of Seniority Employees**

Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available and which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

b. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces plus six (6) months.

## **28. LEAVE OF ABSENCE FOR VETERANS**

a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable Federal laws in effect on the date of this contract.

b. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City, when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except that the Employer may extend this limit in proper cases.

## **29. SICK LEAVE**

Sick leave for permanent personnel, covered by this Contract, shall be accrued and granted as follows:

a. Each permanent employee of the City shall be entitled to sick leave of one (1) work day with pay for each completed month of service. An employee must be in a pay status for at least fifteen (15) working days a month in order to earn a sick leave day in that month. Permanent employees who render part-time services shall be entitled to sick leave on a prorated basis according to the amount of time they work.

b. An employee who dies before retirement or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his/her unused sick leave credit, at the rate earned at the time of death or retirement, up to a maximum of one hundred and twenty (120) days. For purposes of computing final average compensation for pension, employees hired between January 1, 1980 and July 1, 1981 will have a maximum of sixty (60) days of accumulated sick leave included; those hired on or after July 1, 1981 (or upon the effective



date of approval of a majority of the other City Unions of this provision, whichever time is later) will have none of their accumulated sick leave pay included.

If and when an employee quits or is discharged from his/her employment, any unused accumulation of sick leave shall be cancelled.

c. An employee who has accumulated the maximum of one hundred and twenty (120) work days of sick leave credit, shall be paid at the end of each calendar year of employment with the City one-half of the unused sick leave credit above the one hundred and twenty (120) work days accumulation authorized above, and the remaining one-half shall be added to the one hundred and twenty (120) days accumulation to be used for illness only. When an employee has accumulated more than one hundred and twenty (120) days, the amount over the one hundred and twenty (120) days shall be used first. If an employee chooses to elect this payment option, he/she must notify the City Controller's office between December 1 and December 15. If no notification is received, his/her entire unused sick leave will be carried forward.

d. Accumulation of sick leave shall be unlimited for purposes of illness only.

e. An employee eligible for sick leave with pay may use such sick leave for absence due to his/her personal illness, and upon approval of his/her department, for absence due to exposure to contagious disease which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children, and parents. A male employee may also use sick leave with pay for maternity related illness of his spouse.

f. Absences for a part of a day shall be charged proportionately in an amount not smaller than one (1) hour.

g. When an employee finds it necessary to be absent for any reason, he/she shall notify his/her supervisor as to the reasons for using sick time before his/her regular starting time on the first working day of absence, and shall thereafter report on the working day prior to his/her next scheduled starting time (unless hospitalized or confined by a doctor) until he/she returns to work. If the supervisor is not present, the employee shall leave a message. Sick leave shall not be granted unless such report has been made. If an employee is hospitalized or confined by a doctor, he/she does not have to report every day. However, a physician's statement attesting to such hospitalization or confinement may be required by the City.

h. If an employee is off on sick leave for four (4) or more consecutive days, a physician's statement shall be required indicating the nature of the sickness, and attesting to the employee's ability to return to work. The employee shall not be allowed to work until submitting such a statement, and any additional time off which results from failure to submit same shall be without pay.

i. Accumulated sick leave cannot be transferred from one employee to another.

### **30. WORK SCHEDULE AND OVERTIME**

a. Scheduling work is a management right. Management also has the right to allow employees to trade work schedules if within the same pay period and if it does not create operational problems. Management may also revise work schedules (including flex-time).

b. The normal work week shall consist of forty (40) hours. The allocation of hours per day and days per week will be determined by the employer. Normal work days shall be at least eight (8) consecutive hours in duration and shall be scheduled consecutively, unless another arrangement is agreed upon by the employee(s) affected and the Department Head or his/her designated representative.

c. For employees working eight (8) hour days, any time worked in excess of eight (8) hours a day shall be overtime. For employees working ten (10) hour days, any time worked in excess of ten (10) hours a day shall be overtime. For employees working twelve (12) hour days, any time worked in excess of twelve (12) hours a day shall be overtime. Any time worked in excess of forty (40) regular hours a week will be considered overtime, except for employees working in a bi-weekly shift concept, in which case overtime shall be paid only for those hours in excess of eighty (80) hours.

d. The Employer shall be the determining authority on the necessity for overtime and shall schedule overtime work as required. Notification of scheduled overtime — only that which is known at least forty-eight (48) hours in advance, not emergencies — should be given to employees as far in advance of that time as possible, but no later than twenty-four (24) hours in advance when possible.

e. Overtime shall be at the rate of time and one-half.

f. All employees, except those in positions exempt under the Michigan Minimum Wage Law (Land Development Coordinator, Planner I and Planner II), shall receive overtime pay in cash at the rate of time and one-half their regular rate. Compensatory time off may be granted in lieu of cash, if requested by the employee and approved by the Department Head. If compensatory time is given, the Department Head will determine when that time will be taken.

g. Employees in exempt classifications under the Michigan Minimum Wage Law are not normally eligible to receive overtime compensation in the form of cash, but may be granted compensatory time off at straight time when conditions permit. Overtime compensation in cash can be paid with the approval of the City Administrator if the work is of an emergency nature. The regulation of payment in cash applies with equal force at the time of such employee's separation.

h. Compensatory time cannot be transferred from one employee to another employee.

i. Any compensable day shall be considered a day worked for the purpose of computing benefits under this contract.

j. Overtime worked shall be entered on the time cards in the column indicated. Overtime must be submitted on the time card covering the pay period in which the overtime is earned, or the time cards of the following pay period.

k. Emergency Call Out

When an employee is called to return to work, he / she shall be given one (1) hour as preparation and travel time for such callback at time and one-half, in addition to the hours worked at time and one-half. The minimum payment for callback shall be the one (1) hour paid at time and one-half given as preparation and travel time, plus payment from one (1) hour of working time at time and one-half. Scheduled days off shall not be changed to avoid paying overtime. This subsection does not apply in those situations where employees are called in to start their shift earlier than regularly scheduled.

l. Employees who work on the day in which daylight savings time either starts or ends shall receive actual pay for the number of hours actually worked.

### 31. EQUALIZATION OF OVERTIME HOURS

a. *Overtime shall be equally distributed among all eligible employees by job classification, by division or department, and by shift and shall be permanently posted in the section or department. No temporary or seasonal employee shall be considered for any scheduled overtime until bargaining unit members are offered overtime.*

b. *As of the execution date of this agreement, overtime shall be offered first on the basis of seniority. Once a rotation has been established, overtime will be offered to the employee with the least amount of overtime credit. A list of cumulative overtime hours shall be posted and revised daily. The list shall run continuously and shall be revised annually by subtracting the lowest person's hours from all others on the list. If all employees decline the offer of overtime, management may then designate the overtime to the employee with the least amount of "worked" overtime, as opposed to "credited" overtime.*

c. *New employees and employees changing classifications shall enter the group with the highest number of overtime hours credited.*

d. *When an employee is called for overtime and the employee either declines the offer, is not home, there's no answer, or the supervisor is otherwise unable to contact the employee, such employee shall be credited with the hours actually worked by those assigned. No overtime shall be credited when an employee is on official leave such as vacation, personal leave, sick leave, leave of absence, or worker's compensation.*

e. *This article shall not apply when an individual is in a volunteer status and/or working in a high need situation, such as snow removal, flooding or civil defense emergencies.*

### 32. REST PERIODS OR COFFEE BREAKS

All employees working an eight (8) hour duty shift shall be entitled to two (2) rest periods or coffee breaks of fifteen (15) minutes each per shift excluding a lunch period. If an employee is working overtime, he/she shall be allowed a rest period or coffee break after each two (2) hour period, and at the end of four (4) hours a lunch period shall be allowed.

### 33. LEAVE OF ABSENCE

a. A Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

b. The respective department head, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods not to exceed six (6) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in a subject related to work of the employee, and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period, such as settling estates, liquidating a business, attending court as a witness, running for a public or union elective position; and for purposes other than the above that are deemed beneficial to the City service.

c. Permanent female employees shall be allowed to take a six (6) month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. Disability caused by pregnancy shall be treated as temporary disability under this Agreement. If, at the end of six (6) months, the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an employee shall become aware of the fact that she is pregnant, she shall furnish her department and the Personnel Department a certificate from her physician indicating the approximate date of delivery, and stating any restrictions on the nature of work she may be able to do and the length of time she may be able to work. With her physician's approval, she may be allowed to work until the expected date of delivery. Sick leave days may be used for pregnancy leave at the employee's election. An additional leave of absence may be granted if required and so indicated by the attending physician. The City will pay for up to two (2) months of medical insurance while on a leave of absence due to pregnancy.

d. If the spouse of a permanent male employee has prolonged maternity related illness, a leave of absence without pay not to exceed six (6) months may be granted after a letter is provided by the attending physician indicating the nature and the expected duration of the maternity related illness. An additional leave of absence may be granted if required and so indicated by the attending physician.

e. A permanent employee who has been elected or appointed to a public or Union position will be granted a leave of absence without pay for a period of not to exceed two (2) years.

f. If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his/her request, a leave of absence without pay not to exceed two (2) years.

g. If a permanent employee has prolonged illness in his/her immediate family, defined in this case to include only the spouse and children of the employee, said employee will, at the employee's request, be granted a leave of absence without pay not to exceed one (1) year.

h. Should an employee covered by the contract become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, management will be obligated to try to place the employee in a position that he/she is physically and mentally able to perform.

i. Return from Leave of Absence. Employees off on a leave of absence must return to work on a prearranged date. When an employee is reinstated to his/her previous position or job classification, he/she shall receive a rate of pay not less than his/her previous position.

j. Permanent employees on a leave of absence from the City for a period not to exceed six (6) months may continue to be covered by medical insurance if they pay the City the entire cost of this insurance at the City's group rates.

#### **34. LEAVE FOR UNION BUSINESS**

Members of the Union elected to attend a function of the union, such as conventions, educational conferences, or other training seminars, shall be allowed up to a combined maximum of twenty (20) days off per contract year with pay, and an additional combined maximum of twenty (20) days off per contract year without pay to attend such functions. However, stewards' training classes are excluded from these totals, and all time off to attend such functions must be expressly approved at least seven (7) days in advance by the City Administrator.

### **35. FUNERAL LEAVE**

The Employer agrees to pay each permanent employee at his/her regular rate of pay for actual time lost from scheduled work up to a total of five (5) consecutive work days, so that the employee may attend the funeral of a member of his/her, or his/her spouse's immediate family. Up to one (1) day off at the regular rate of pay shall be granted if the funeral is not attended. Immediate family is to be defined as the employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, step-child, grandchildren or a member of the employee's household.

Permanent employees will be allowed one (1) working day off with pay to serve as a pallbearer at a funeral for one who is not in the employee's immediate family.

No payment for funeral leave shall be made to employees for any part of a day when the employee is not scheduled to work.

An employee shall be required to confirm the reason for using funeral leave if requested by the employee's supervisor.

Employees who abuse the funeral leave provisions shall be subject to immediate discharge.

### **36. HOLIDAYS**

All permanent employees of the City shall receive their regular compensation for the following holidays or parts thereof, and any other day or part of a day proclaimed in writing as a City holiday by the Mayor, upon the recommendation of the City Administrator, during which the public offices of the City are closed. However, no compensation for holidays will be paid to any employee who fails to report to work on the regularly scheduled work day immediately preceding and following the below listed holidays, unless the employee is on vacation leave, sick leave, personal leave day or compensatory leave day.

- New Year's Day
- Lincoln's or Washington's Birthday
- Good Friday (one-half day)
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day

Day before Christmas Day (one-half day)  
Christmas Day  
Day before New Year's Day (one-half day)  
Employee's Birthday

If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on a Sunday, the Monday following shall be the holiday.

Employees whose regularly scheduled work day falls on Easter Sunday shall be compensated at a rate of time and one-half times their hourly rate.

Employees are entitled to take their birthday off as a holiday. Instead of taking their actual birthday off, employees, at their discretion, may take off as the birthday holiday any work day within seven (7) working days before or after their actual birthday. The employee must notify his/her supervisor seven (7) working days prior to taking the birthday holiday.

### **37. WORKER'S DISABILITY COMPENSATION**

a. Each employee will be covered by the applicable Worker's Compensation Law.

b. The Employer further agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City, and who is eligible for Worker's Compensation benefits shall, in addition to Worker's Compensation benefits, receive the difference between the Worker's Comp benefits and his/her net salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime), commencing the first actual day on which he/she is unable to work following the day of injury, and continuing thereafter for a maximum of fifty-two (52) weeks. *Net will be calculated as follows: Employee's bi-weekly wage less Federal taxes, State taxes, F.I.C.A., and pension withholding. The supplemental amount shall not increase because of a change in the employee's W-4 form without the approval of the City Administrator. The employee's take-home supplement will equal the difference between his net pay as calculated above and his bi-weekly Worker's Compensation payments. For the computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the*



*actual supplemental amounts paid. For periods of less than two (2) weeks, the amounts will be prorated. The city will bear any additional necessary cost to make the pension contribution the same as if the employee were working.*

c. If an employee returns to work prior to the expiration of the fifty-two (52) week period, and then is off work again due to a recurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to fifty-two (52) minus the number already received. After an employee has received a total of fifty-two (52) weekly supplemental payments, the employee shall receive only the weekly Worker's Disability benefits as determined by law.

d. While an employee is receiving Worker's Compensation benefits, he/she shall notify the City if he/she is working elsewhere. If an employee is receiving compensation from another job while receiving weekly supplemental payments, the amount of weekly supplemental payments shall be reduced by the amount of compensation received from the other job. Failure of an employee to notify the City that he/she is employed elsewhere shall result in the employee forfeiting his/her right to any additional weekly supplemental payments to which he/she would otherwise have been entitled, and in reimbursing the City an amount equal to that earned at other employment but not to exceed the amount he/she would have been entitled to as supplemental pay.

e. While an employee is receiving Worker's Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work. If the employee is requested to perform this work during the period in which he/she would have been entitled to receive weekly supplemental payments, his/her salary will not be lower than his/her salary at the time of injury. If the employee is requested to perform this other work after the period in which he/she is entitled to receive weekly supplemental payments, salary shall be that of the job he/she performs. If an employee refuses to perform other work that he/she is capable of performing, he/she shall forfeit his/her right to receive weekly supplemental payments, as well as subjecting him/herself to loss of regular Worker's Compensation payments under the Worker's Compensation Act. After six (6) weeks on Worker's Compensation, the employee may be required to periodically report to a City-selected and paid-for doctor.

f. At any time an employee is able to return to this regular job, he/she shall be required to do so. Failure to so return will result in the forfeiture of weekly supplemental payments as well as subjecting the employee to loss of regular Worker's Disability Compensation payments under the Worker's Disability Compensation Act.

g. The Personnel Director may assign an employee to light or limited duty if there is available work which the employee can perform without displacing another employee. The Employer agrees to create light duty positions wherever possible within each department to achieve this. Employees shall be paid in accordance with State Worker's Compensation laws.

h. Worker's Compensation payments shall not be used for purposes of computing final average compensation for pension, *except as provided for in Section b. of this Article.*

i. The Worker's Compensation and pension benefits paid to an employee or retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

### **38. VACATION LEAVE**

a. Permanent employees shall accrue vacation time for any given year on the basis of accumulating one-twelfth (1/12) of their annual vacation, for each month in which said employee is listed on the City payroll for fifteen (15) working days in accordance with the following schedule:

Up to 5 years of service	15 days
6-10 years of service	18 days
11-15 years of service	20 days
16-21 years of service	22 days
Over 21 years of service	25 days

b. An employee shall not be allowed to take vacation leave until completion of six (6) months of permanent employment. Permanent part-time employees shall receive vacation on this basis prorated according to actual time worked; temporary and seasonal full-time or part-time employees shall not be granted vacation with pay.

c. 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 the employee's vacation leave allowance.

d. Each department head shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees.

*January 1 through January 15 of each year, senior employees shall be given preference in the selection of vacation periods to be taken during the calendar year. After January 15, vacation shall be approved on a first come, first serve basis, as follows:*

*1. Vacation leave shall be scheduled with regard to employee seniority, operating requirements and written request of employees.*

*2. Any employee wanting to schedule a vacation from one-half (1/2) through three (3) days shall have their vacation request filled out and submitted to their foreman/supervisor a minimum of one (1) working day prior to the starting day of their vacation. Any employee wanting to schedule a vacation over three (3) days shall have their vacation request filled out and submitted a minimum of five (5) working days in advance of their vacation. Vacations of one-half (1/2) day increments will be available only if work schedule permits.*

*3. Acknowledging the right to reserve vacation time with particular regard to the seniority of employees, the employee is committed to use the reserved vacation time, unless a re-scheduled vacation does not inconvenience a fellow employee.*

e. Employees shall be encouraged to take yearly vacations, and in no case shall an employee be allowed to accrue at the end of any calendar year, more than twice the amount of annual vacation to which he/she is entitled. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, as of December 31 of any given year, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.

f. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation, not to exceed the amount of vacation an employee is eligible to accrue in two (2) years.

- g. Accumulated vacation leave cannot be transferred from one employee to another.
- h. The City Controller will give thirty (30) days written notification prior to an employee's losing excess vacation leave.

### **39. PERSONAL LEAVE DAYS**

Each permanent employee covered by the Contract shall receive, effective July 1 of each year, four (4) eight (8) hour personal leave days. Such personal leave cannot be used in increments less than four (4) hours, and will be used at the employee's discretion. This leave is in addition to sick and vacation leave and must be used during the year or will be lost. Employee must notify his/her immediate supervisor by Noon of the working day before he/she wishes to take the personal leave day.

New employees will earn one (1) personal leave day in each quarter of the first fiscal year of their employment. The quarters are July 1 - September 30, October 1 - December 31, January 1 - March 31 and April 1 - June 30. New employees will be allowed to take their personal leave day at any time in the period in which it is earned or at any time in the fiscal year through June 30. Thus, an employee hired between July 1 and September 30 will earn one (1) personal leave day in that period and can take it at any time in that period if he/she so desires. That employee will earn another personal leave day in the October 1 - December 31 period, etc. Once an employee begins working in a second fiscal year, he/she will no longer be considered a new employee for purposes of computing personal leave days. Thus, a new employee hired between April 1 and June 30, 1982 will earn one (1) personal leave day in that period and can take it any time during that period. Beginning July 1, 1982, that employee will receive four (4) eight (8) hour personal leave days.

### **40. PAY ADVANCE**

If a regular payday falls during an employee's vacation and he/she is to be on vacation for one (1) week or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Office for his/her check five (5) working days before leaving, if he/she desires to receive it in advance. The check shall be given to the employee on the employee's last work day before going on vacation.

#### 41. BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Miscellaneous items placed on the board by employees, such as "For Sale" notices.
6. Union advertisements.

#### 42. TEMPORARY ASSIGNMENTS

a. Temporary assignments for the purpose of filling vacancies will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Such assignments shall not exceed six (6) months unless mutually agreeable by the employee and the Union.

b. Employees in the Parks, Transportation, Solid Waste and Utilities Departments may be assigned temporarily to the following high-need situations: street snow removal, flooding, civil defense emergencies or major disasters. Such assignments shall not be considered a promotion or reclassification, and when so assigned, employees shall receive their regular wages for the hours worked. Assignments made under this section shall not be construed as setting a precedent for any other crossover assignments.

c. In the above referenced street snow removal situation:

1. A list of qualified individuals volunteering to work may be compiled.
2. Employees who work in these situations should be chosen from this list and should be limited to twelve (12) hour shifts, and
3. Individuals may be removed from the "volunteer list" for cause.

d. An employee transferred on a temporary basis to a classification in a lower pay range shall have his/her hourly rate maintained.

e. An employee who is transferred on a temporary basis to a classification in a high range for fifty percent (50%) or four (4) hours of his/her assigned schedule of work shall be paid at the higher range at a rate which represents at least a one (1) step increase in pay.

#### 43. TRAINING ASSIGNMENTS

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest, and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee. Under such supervision, the employee being trained will continue to receive his/her current rate of pay. The employee providing such training shall be compensated as follows:

- a. If the trainee is being trained for a classification higher than the employee providing the training, the employee providing the training shall be compensated at the higher rate during such training period.
- b. The City hereby establishes an educational reimbursement program for permanent employees with the following provisions:
  1. Educational reimbursement must be requested by the employee, in writing, on forms made available by the Personnel/Human Rights Department.
  2. The request must be approved by the department head prior to the first meeting of the course with an explanation as to how it is related to the employee's classification and work assignments (the Personnel/Human Rights Director shall review the application for job applicability), *or provides future promotional opportunities within the employee's department.*
  3. Full reimbursement will be provided for registration, tuition and books, but not travel or employee time.
  4. Reimbursement will be made at the successful completion of the course upon the receipt (within 90 days) by the Personnel/Human Rights Department of the following:
    - a. Copy of grade or transcript with grade of C or better for undergraduate courses and B or better for graduate courses, or passing of a course taken on a pass/fail basis.
    - b. Receipt for registration, tuition and books.

5. Employees who attend courses during normal work hours must receive department head approval. Hours of work missed during such attendance must be made up by the employee or no pay will be granted for such time.

6. If the department head requests that an employee attend a training program, full reimbursement for travel and lodging (when appropriate) shall be provided (where necessary, in advance), and the hours of work missed will not be required to be made up. However, no overtime will be paid, unless agreed to before the employee attends the training program.

#### 44. SAFETY COMMITTEE & EMPLOYEE SAFETY

a. A safety committee of employees and Employer representatives is hereby established. This committee will include, for the employees, one Union employee from each department designated by the Union, and three employer representatives as designated by the City Administrator, and shall meet on the second Wednesday of every month, during regular working hours for the purpose of making recommendations to the City Administrator. If an item to be discussed has particular importance to a specific department, arrangements will be made to allow divisional representation at the meeting.

b. The Employer shall provide and maintain working conditions and equipment free of hazards as defined by MIOSHA, that are causing or are likely to cause death or serious physical injury, and in a condition that would be acceptable under Act No. 154, Public Acts of 1974, "Michigan Occupational Safety and Health Act." The type of safety equipment to be provided may include, but not be limited to, gloves, goggles, face shields, respirators, safety shoes, and safety glasses. The safety committee shall recommend to the City administrator the appropriate safety equipment for work locations.

c. Each employee shall comply with all occupational safety and health rules established for their job. Employees shall properly use and maintain all personal protective equipment issued and shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use by the Employer, or interfere in any way with the use thereof by any other person. The City may assess a fair charge to cover loss due to negligence or willful destruction by the employee.

d. Each department has primary responsibility for the safety of its operations. This responsibility includes:

1. Providing safety training to employees prior to assignment of duties, and thereafter on a continuing basis.
2. Providing equipment (machinery, vehicles, hand and power tools), that meet accepted standards for safety and continuous monitoring, in order to insure that defective equipment is taken out of service until repaired and returned to a safe condition.
3. Providing personal protective equipment suitable to the hazard(s) anticipated, and thereafter monitoring to insure that his/her protective equipment is maintained and effectively utilized.
4. Providing worksites that are free of recognized hazards as the City can make them and periodically inspecting for unsafe conditions, unsafe job performance and potential health hazards.

e. On-the-Job Injury

An employee injured on the job during his/her regular hours of employment shall report the injury as soon as possible to his/her supervisor. If the injury requires medical attention, arrangements shall be made to transport the employee to the nearest medical facility.

#### 45. JURY DUTY

- a. An employee who is required to report for and/or perform jury duty as prescribed by applicable law, for each day on which the report for and/or performance of jury duty is made, shall be paid the difference between what they receive from the Court as daily jury duty fees and what they would have earned from the Employer for eight (8) hours of pay at their regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work for two (2) or more hours, unless such employee does so return to work.
- b. An employee working on opposite shift to the jury schedule shall serve jury duty in lieu of their regular work schedule for the duration of jury duty with respect to this provision.



- c. In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that they were required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which they claim payment.

#### 46. HOSPITALIZATION

The Employer agrees to the following conditions regarding hospitalization insurance:

- a. The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, Master Medical Plan, or another plan equal to in all respects or better. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan. It shall further provide prescription drug deductible provision, and the "ML" Rider.
- b. The Employer will continue to provide and pay for the true cost of a "50 Delta Dental Plan" with a maximum benefit of \$1,000 per year per person, or another plan equal to in all respects or better.
- c. The City will provide eye coverage by "Mutual Eye Claim Audits, Inc.", effective October 1, 1981. This is to be the "Full Service Benefit" Plan "A", as submitted by Mutual Eye Claim Audits, Inc.
- d. The City will provide the PPNV-1 Rider which provides pre- and post-natal care service to female employees, wives and dependent children.
- e. The City will provide the Voluntary Sterilization Rider.
- f. The City of Ann Arbor shall provide to all bargaining unit members retiring on or after July 1, 1976, the hospitalization insurance afforded bargaining unit personnel, except the sterilization and abortion and OB Rider, and the City of Ann Arbor shall assume the whole cost of said hospitalization premiums, including that premium portion that is for the spouse and children under nineteen (19) years of age. Employees taking deferred retirement do not receive this benefit.

Should an employee retire from the City and assume employment with another employer who provides hospitalization coverage, then the employee shall take said coverage, and the City shall have no further obligation to provide hospitalization coverage to

said employee. Further, when an employee reaches age 65 and thereby becomes eligible for the Federal Medicare Program, the City's obligation to provide hospitalization to said employee shall be reduced to that of a complimentary partner with the Federal Medicare Program. (Medicare Complimentary Coverage Option 2/1.)

#### 47. LIFE INSURANCE COVERAGE

a. The Employer agrees to pay the entire premium cost of \$15,000 of life insurance on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$5,000 of life insurance for retiring employees who have completed ten (10) or more years with the City and are retiring on a City pension. Employees taking deferred retirement do not receive this benefit.

b. Permanent employees will be permitted to take additional optional insurance up to twice their annual salary, with the City paying one-half of the true cost of the insurance, and the employee paying one-half of the true cost. Retiring employees, as identified in Article 47a., who will continue to have life insurance paid for by the City, may convert this optional insurance into a straight life policy without proof of insurability. The premium for this coverage shall be paid entirely by the retired employee.

c. Persons who take additional life insurance according to Section (b) are entitled to subscribe to dependent life insurance for the family as follows:

<u>Coverage</u>	<u>Amount</u>
Spouse	Up to \$6,000
Children:	
Birth to age 6 mos.	Up to \$ 400
Age 6 mos. to age 19 years	Up to \$4,000

Full time students, up to age 23, may also be covered with \$4,000 of insurance.

#### 48. UNEMPLOYMENT COMPENSATION

Unemployment compensation shall be paid under the provisions of the State law.

#### **49. UNION NEGOTIATING COMMITTEE**

The bargaining committee of the Union will include not more than six (6) members made up of City employees and non-employee representatives of Local 369 of AFSCME (not more than two in number). The Union will give to Management, in writing, the names of its employee representatives on the bargaining committee. The Employer will give to the Union, in writing, the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement.

Employee members of the bargaining committee will be paid by the City for time spent, during their normal working day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. The regular working day hours spent in negotiations shall be included in the computation of the employee's regular forty (40) hour work week. Any hours the employee is required to work at his/her regular work station over forty (40) hours, which may have included time spent in negotiations, shall be considered overtime and shall be paid at the contractually agreed upon overtime rate.

Anyone working on the bargaining committee will be considered as working days (8:00 a.m. - 5:00 p.m.) for the duration of contract negotiations on the days of negotiations.

#### **50. FULL TIME UNION OFFICIAL**

It is understood and agreed that in order to improve labor management relations between the Employer and the Union, the Union agrees to furnish one (1) full time Union official who shall be designated by Local 369, to obligate him/herself to care for Union-Management relationships on a full time basis. While so engaged, he/she will continue to accrue seniority, receive salary equal to the top step in the highest range of the bargaining unit, and other fringe benefits from the Employer; he/she shall be covered by all other terms and provisions of the existing agreement between the parties.

When the full time Union official leaves office, the City shall guarantee his/her previous position or a job classification with a rate of pay not less than his/her previous position.

## 51. LONGEVITY PAYMENTS

Employees covered under this Agreement will receive cash bonus allotments — longevity payments — according to the following schedule:

After 5 years of continuous employment	\$300.00
After 10 years of continuous employment	\$600.00
After 15 years of continuous employment	\$900.00
After 20 years of continuous employment	\$1,200.00
After 25 years of continuous employment	\$1,500.00

The above cash payments, where applicable upon completion of a full year's employment, will be paid to the employee in the month following the employee's anniversary date. Should an employee who is eligible for longevity pay leave City service, his/her pay will be prorated and paid based upon actual anniversary date. For example, if an employee hired on January 10, 1974 left City service on May 10, 1980, that employee would receive 4/12 of the payment.

This cash payment will be in a separate check and not a part of the basic salary with the exception of earned annual income for the purpose of retirement calculations.

The cash payment for longevity will be subject to deductions as prescribed by Federal, State and local government existing at the time of this payment. The pension deduction is applicable in this cash payment.

## 52. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the Employer and the Union, for the life of this contract, each voluntarily and unqualifiedly, waives the right and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this contract.

### 53. PROVISIONS FOUND TO BE CONTRARY TO LAW

If, during the life of the Contract, any of the provisions contained herein are held to be invalid by operation of law or by any court 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 Contract shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

### 54. PRIOR AGREEMENTS AND UNDERSTANDINGS

It is understood and agreed that this Contract constitutes the sole, only and entire agreement between the parties hereto, and cancels and supersedes any other agreement, understanding, practice, and arrangement heretofore existing.

### 55. TERMINATION AND MODIFICATION

This Contract shall continue in full force and effect until 11:59 p.m. on June 30, 1987. If either party desires to modify or change this Contract, it shall follow the procedure for negotiations as set forth in the paragraph entitled "Duration of Contract".

### 56. DURATION OF CONTRACT

This Contract shall become effective as of the first day of July, 1984, *its date of execution*, and shall remain in full force and effect until the 30th day of June, 1984 11:59 p.m., June 30, 1987, and from year to year thereafter unless either party hereto serves written notice upon the other at least ninety (90) calendar days prior to the expiration date or the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this contract.

### 57. APPENDICES

The following appendices are incorporated and made a part of this Contract, and any changes are subject to negotiation.

Appendix A. Pensions

The pension ordinance, as adopted by City Council, with amendments to June 30, 1984 and as amended by this Contract, is herewith incorporated and made a part of this Contract. It is agreed that *the City and the Union will establish a joint study committee to pursue possible improvements in the pension plan the cost of which will not exceed two percent (2%) of the Union's general wage increase to be effective July 1, 1985. The existing pension plan will remain in effect until that time.*

*The Union will earmark two percent (2%) of an across-the-board wage increase to offset the cost of the agreed to improvements in the pension plan with the understanding that if no mutual agreement on improvements is reached by June 30, 1985, the two percent (2%) will remain as part of the general wage increase and the existing pension plan will remain in effect.*

Appendix B. Salaries

*Three percent (3%) retroactive to July 1, 1984 (only applicable to current employees); three percent (3%) effective July 1, 1985; three percent (3%) effective July 1, 1986, (with "me-100" clause applicable to non-Act 312 wage agreements with other City bargaining units and other nonunion employees (excluding Executive Pay Plan Administrative employees).*

These schedules are as follows (see attached).

Appendix C. Job Description

The job description for the employee classifications covered by this Contract are made, by this reference, a part of this Contract.

Appendix D. Classification and Pay Ranges (See attached)

These schedules are as follows (see attached).

Appendix E. Residency Clause

*Effective upon the execution date of this agreement, all members of the bargaining unit, if not residents of the City of Ann Arbor at the time of their appointment, shall become residents thereof within six (6) months thereafter and shall remain so while employed. The employer may extend the six (6) months period at its sole discretion. The residency requirement shall be waived for employees hired before the effective date of this contract.*

#### **58. LABOR-MANAGEMENT ADVISORY COMMITTEE**

The City and the Union shall establish and maintain a Joint Labor-Management Advisory Committee composed of six (6) members, three (3) of whom shall be appointed by the Union President, and three (3) of whom shall be appointed by the City Administrator. This committee shall meet at least once each month.

It is agreed that the purpose of this Joint Advisory Committee shall be to accomplish, through cooperative effort, the mutual objectives of increased efficiency and productivity and improved conditions of employment.

Its function shall be to outline the problems that concern those objectives, and to the extent that mutual agreement may be reached, endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement. Either group, by agreement of the co-chairpersons, may bring in persons from their group who are specialists in a subject under discussion by the committee.

The committee shall not engage in collective bargaining. Matters considered by this committee shall not be subject to grievances or arbitration arising out of committee discussion, and the adoption of any suggestions remains a management prerogative.

No overtime or compensatory time will be granted to Union members who attend committee meetings.

#### **59. LOSS OR DAMAGE OF CITY PROPERTY**

No employee will be charged for loss or damage to the Employer's property, tools, or equipment unless such loss or damage is caused by the employee's negligence.

#### **60. UNIFORMS**

The Employer will provide winter and summer uniforms where required. The number, kind, type, how cleaned, by whom and when, shall be negotiated by the department head in the same manner as work rules, and included in work rules, until a City-wide rule is developed as provided in Article 10. The Employer will also provide storage facilities at the work site.

## 61. CERTIFICATION PREMIUM PAY

Employees in the following classifications will be entitled to premium pay in the amount of 2.5 percent, upon obtaining the required certification, license or degree. This premium pay shall be included in each regular paycheck as a percentage of base pay. Additional certifications will not increase the premium pay above 2.5 percent, and if the required license or certification is not current, the premium pay will be discontinued.

Employees wishing to work toward the attainment of premium pay should obtain approval of his/her department head of his/her planned schedule. The employee's Department Head and Director of the Personnel/Human Rights Department must certify that the requirements of this section have been met and that the license, certification or degree is related to the employee's position.

The City Administrator, after a report and recommendation from the Personnel Director, may authorize additional classification to also participate in this program.



**CERTIFICATION PREMIUM PAY**

Class Code	Title	Certification or License Required for Position	When Required	Requirement for Premium Pay
*0005-0017	Clerical	Per Job Description	When Employed	Associates Degree Secretarial Science or Business Administration
*0201, 0202, 0210	Engr. Tech., Const. Insp.	Per Job Description	When Employed	Associates Degree, Engineering
*0680, 0681, 0205	Traffic Cont., Traffic Tech.	Per Job Description	When Employed	Associates Degree, Engineering
*0685, 0686	Electronics Tech.	Per Job Description	When Employed	Associates Degree, Electronics
*0730	Waste Water Oper. I	Class D Cert.	When Employed Within 2 yrs. of Employment	C Cert. or Better
*0731	Waste Water Oper. II	Class D Cert.	When Employed	C Cert. or Better
*0735	Water Plant Oper. I	F-4 Cert.	When Employed Within 2 yrs. of Employment	F-3 Cert. or Better
*0515	Lab Tech.	Per Job Description	When Employed	Associates Degree, Chemistry or Equivalent
*0755	Auto Mech. I	One Cert.	When Employed Within 2 yrs. of Employment	Two or More Cert.
*0756	Auto Mech. II	One Cert.	When Employed	Two or More Cert.
*0261	City Plan. II	Per Job Description	When Employed	AICP - National Cert.

	Assistant to Planner	Per Job Description	When Employed	American Inst. of Cert. Plan.
**0253	Housing Insp. I	Per Job Description	When Employed	BOCA Cert., 1A & 2A
**0401	Housing Insp. II	BOCA Cert., 1A & 2A	When Employed	BOCA Cert., 1A, 2A, 4A, 5A
**0402	Housing Rehab. I	Per Job Description	When Employed	BOCA Cert., 1A & 2A
**0405	Housing Rehab. II	BOCA Cert., 1A & 2A	When Employed	BOCA Cert., 1A, 2A, 4A, 5A
**0410	Bldg. Insp. I	Per Job Description	When Employed	BOCA Cert., 1A, 1B
**0411	Bldg. Insp. II	BOCA Cert., 1A & 1B	When Employed	BOCA Cert., 1A, 1B, 3B, 1C
**0415	Electrical Insp. I	Journeyman License	When Employed	BOCA Cert., 2A, 2B, or Master's License
**0416	Electrical Insp. II	Master's License	When Employed	BOCA Cert., 2A, 2B, 2C
**0420	Heating Insp. I	Per Job Description	When Employed	BOCA Cert., 4A & 5A
**0421	Heating Insp. II	Contractor's License & 5A & 4A	When Employed	BOCA Cert., 4A, 5A, 4B, 4C when available
**0425	Plumbing Insp. I	Journeyman License	When Employed	BOCA Cert., 5A, 5B, or Master's License
**0426	Plumbing Insp. II	Master's License	When Employed	BOCA Cert., 5A, 5B, 5C
**0435	Refrig-Air Cond. II	Contractor's License, 5A & 4A	Within 2 yrs. of Employment	BOCA Cert., 4A, 5A, 4B, 4C when available
**0442	Land Development Coord.	Per Job Description	When Employed	Mich. Regist. Landscape Arch.

**0630	Util. Maintenanceperson	S-4 Certification	Within 2 yrs. of Employment	S-3 Cert. or Better
**0745	Util. Maint. Mechanic	30 Credit hrs. toward Assoc. Degree or Class D Cert.	Within 2 yrs. of Employment	Associates Degree in one of the following: Electrical Eng. Tech. Electronic Eng. Tech. Electro-Mech. Tech. Fluid Power Tech. Mechanical Eng. Tech. Welding & Fab. Tech. or Class C Cert. or Better
***0110-0115	Accounting	Per Job Description	When Employed	Associates Degree Business Administration Accounting
***0737	Water Plant Oper. II	F-4 Cert.	When Employed	F-3 Cert. or Better

\* As per current contract  
 \*\* As per revisions of 10-16-81  
 \*\*\* As per current negotiations

**AFSCME RATES  
1984-85 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 2	\$13,844.88 532.80 6.66	\$15,572.12 599.20 7.49	\$15,815.00 608.00 7.60	\$16,165.86 621.60 7.77	\$16,462.72 632.80 7.91	\$16,813.57 646.40 8.08
Range 3	\$14,168.74 544.80 6.81	\$15,815.00 608.00 7.60	\$16,165.86 621.60 7.77	\$16,462.72 632.80 7.91	\$16,813.57 646.40 8.08	\$17,164.41 660.00 8.25
Range 4	\$14,438.62 555.20 6.94	\$16,165.86 621.60 7.77	\$16,462.72 632.80 7.91	\$16,813.57 646.40 8.08	\$17,164.41 660.00 8.25	\$17,515.26 673.60 8.42
Range 5	\$14,735.49 566.40 7.08	\$16,462.72 632.80 7.91	\$16,813.57 646.40 8.08	\$17,164.41 660.00 8.25	\$17,515.26 673.60 8.42	\$17,839.12 686.40 8.58
Range 6	\$15,086.34 580.00 7.25	\$16,813.57 646.40 8.08	\$17,164.41 660.00 8.25	\$17,515.26 673.60 8.42	\$17,839.12 686.40 8.58	\$18,243.93 701.60 8.77
Range 7	\$15,410.19 592.80 7.41	\$17,164.41 660.00 8.25	\$17,515.26 673.60 8.42	\$17,839.12 686.40 8.58	\$18,243.93 701.60 8.77	\$18,648.75 717.60 8.97

**AFSCME RATES  
1984-85 APPENDIX B**

-2-

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 8	\$15,761.04 606.40 7.58	\$17,515.26 673.60 8.42	\$17,839.12 686.40 8.58	\$18,243.93 701.60 8.77	\$18,648.75 717.60 8.97	\$19,026.59 732.00 9.15
Range 9	\$16,138.86 620.80 7.76	\$17,839.12 686.40 8.58	\$18,243.93 701.60 8.77	\$18,648.75 717.60 8.97	\$19,026.59 732.00 9.15	\$19,458.39 748.00 9.35
Range 10	\$16,462.72 632.80 7.91	\$18,243.93 701.60 8.77	\$18,648.75 717.60 8.97	\$19,026.59 732.00 9.15	\$19,458.39 748.00 9.35	\$19,863.21 764.00 9.55
Range 11	\$16,867.55 648.80 8.11	\$18,648.75 717.60 8.97	\$19,026.59 732.00 9.15	\$19,458.39 748.00 9.35	\$19,863.21 764.00 9.55	\$20,295.03 780.80 9.76
Range 12	\$17,272.37 664.00 8.30	\$19,026.59 732.00 9.15	\$19,458.39 748.00 9.35	\$19,863.21 764.00 9.55	\$20,295.03 780.80 9.76	\$20,753.84 798.40 9.98
Range 13	\$17,650.00 679.20 8.49	\$19,458.39 748.00 9.35	\$19,863.21 764.00 9.55	\$20,295.03 780.80 9.76	\$20,753.84 798.40 9.98	\$21,212.62 816.00 10.20

**AFSCME RATES  
1984-85 APPENDIX B**

-3-

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 14	\$18,082.01 695.20 8.69	\$19,863.21 764.00 9.55	\$20,295.03 780.80 9.76	\$20,753.84 798.40 9.98	\$21,212.62 816.00 10.20	\$21,698.42 834.40 10.43
Range 15	\$18,486.83 711.20 8.89	\$20,295.03 780.80 9.76	\$20,753.84 798.40 9.98	\$21,212.62 816.00 10.20	\$21,698.42 834.40 10.43	\$22,184.19 853.60 10.67
Range 16	\$18,918.63 728.00 9.10	\$20,753.84 798.40 9.98	\$21,212.62 816.00 10.20	\$21,698.42 834.40 10.43	\$22,184.19 853.60 10.67	\$22,696.97 872.80 10.91
Range 17	\$19,377.43 745.60 9.32	\$21,212.62 816.00 10.20	\$21,698.42 834.40 10.43	\$22,184.19 853.60 10.67	\$22,696.97 872.80 10.91	\$23,236.73 893.60 11.17
Range 18	\$19,836.22 763.20 9.54	\$21,698.42 834.40 10.43	\$22,184.19 853.60 10.67	\$22,696.97 872.80 10.91	\$23,236.73 893.60 11.17	\$23,776.48 914.40 11.43
Range 19	\$20,295.03 780.80 9.76	\$22,184.19 853.60 10.67	\$22,696.97 872.80 10.91	\$23,236.73 893.60 11.17	\$23,776.48 914.40 11.43	\$24,289.26 934.40 11.68

**AFSCME RATES  
1984-85 APPENDIX B**

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	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 20	\$20,780.82 799.20 9.99	\$22,696.97 872.80 10.91	23,236.73 893.60 11.17	23,776.48 914.40 11.43	\$24,289.26 934.40 11.68	\$24,829.03 955.20 11.94
Range 21	\$21,307.08 819.20 10.24	23,236.73 893.60 11.17	23,776.48 914.40 11.43	\$24,289.26 934.40 11.68	\$24,829.03 955.20 11.94	\$25,449.74 979.20 12.24
Range 22	\$21,833.35 840.00 10.50	\$23,776.48 914.40 11.43	\$24,289.26 934.40 11.68	\$24,829.03 955.20 11.94	\$25,449.74 979.20 12.24	\$26,043.49 1,001.60 12.52
Range 23	\$22,373.11 860.80 10.76	\$24,289.26 934.40 11.68	\$24,829.03 955.20 11.94	\$25,449.74 979.20 12.24	\$26,043.49 1,001.60 12.52	\$26,664.21 1,025.60 12.82
Range 24	\$22,912.89 881.60 11.02	\$24,829.03 955.20 11.94	\$25,449.74 979.20 12.24	\$26,043.49 1,001.60 12.52	\$26,664.21 1,025.60 12.82	\$27,311.93 1,050.40 13.13
Range 25	\$23,452.64 902.40 11.28	\$25,499.74 979.20 12.24	\$26,043.49 1,001.60 12.52	\$26,664.21 1,025.60 12.82	\$27,311.93 1,050.40 13.13	\$27,959.64 1,075.20 13.44

**AFSCME RATES  
1984-85 APPENDIX B**

-5-

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 26	\$24,019.38	\$26,043.49	\$26,664.21	\$27,311.93	\$27,959.64	\$28,634.33
	924.00	1,001.60	1,025.60	1,050.40	1,075.20	1,101.60
Range 27	11.55	12.52	12.82	13.13	13.44	13.77
	\$24,640.10	\$26,664.21	\$27,311.93	\$27,959.64	\$28,634.33	\$29,363.02
Range 28	948.00	1,025.60	1,050.40	1,075.20	1,101.60	1,129.60
	11.85	12.82	13.13	13.44	13.77	14.12
Range 28	\$25,238.66	\$27,311.93	\$27,959.64	\$28,634.33	\$29,363.02	\$30,110.25
	970.40	1,050.40	1,075.20	1,101.60	1,129.60	1,158.40
	12.13	13.13	13.44	13.77	14.12	14.48



**AFSCME RATES  
1985-86 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 2	\$14,260.23 348.80 6.86	\$16,039.28 616.80 7.71	\$16,289.45 626.40 7.83	\$16,650.84 640.80 8.01	\$16,956.60 652.00 8.15	\$17,317.98 666.40 8.33
Range 3	\$14,593.80 561.60 7.02	\$16,289.45 626.40 7.83	\$16,650.84 640.80 8.01	\$16,956.60 652.00 8.15	\$17,317.98 666.40 8.33	\$17,679.34 680.00 8.50
Range 4	\$14,871.78 572.00 7.15	\$16,650.84 640.80 8.01	\$16,956.60 652.00 8.15	\$17,317.98 666.40 8.33	\$17,679.34 680.00 8.50	\$18,040.72 693.60 8.67
Range 5	\$15,177.55 384.00 7.30	\$16,956.60 652.00 8.15	\$17,317.98 666.40 8.33	\$17,679.34 680.00 8.50	\$18,040.72 693.60 8.67	\$18,374.29 706.40 8.83
Range 6	\$15,538.93 397.60 7.47	\$17,317.98 666.40 8.33	\$17,679.34 680.00 8.50	\$18,040.72 693.60 8.67	\$18,374.29 706.40 8.83	\$18,791.25 722.40 9.03
Range 7	\$15,872.50 610.40 7.63	\$17,679.34 680.00 8.50	\$18,040.72 693.60 8.67	\$18,374.29 706.40 8.83	\$18,791.25 722.40 9.03	\$19,208.21 738.40 9.23

**AFSCME RATES  
1985-86 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 8	\$16,233.87 624.00 7.80	\$18,040.72 693.60 8.67	\$18,374.29 706.40 8.83	\$18,791.25 722.40 9.03	\$19,208.21 738.40 9.23	\$19,597.39 753.60 9.42
Range 9	\$16,623.03 639.20 7.99	\$18,374.29 706.40 8.83	\$18,791.25 722.40 9.03	\$19,208.21 738.40 9.23	\$19,597.39 753.60 9.42	\$20,042.14 771.20 9.64
Range 10	\$16,956.60 652.00 8.15	\$18,791.25 722.40 9.03	\$19,208.21 738.40 9.23	\$19,597.39 753.60 9.42	\$20,042.14 771.20 9.64	\$20,459.11 787.20 9.84
Range 11	\$17,373.58 668.00 8.35	\$19,208.21 738.40 9.23	\$19,597.39 753.60 9.42	\$20,042.14 771.20 9.64	\$20,459.11 787.20 9.84	\$20,903.88 804.00 10.05
Range 12	\$17,790.54 684.00 8.55	\$19,597.39 753.60 9.42	\$20,042.14 771.20 9.64	\$20,459.11 787.20 9.84	\$20,903.88 804.00 10.05	\$21,376.46 822.40 10.28
Range 13	\$18,179.71 699.20 8.74	\$20,042.14 771.20 9.64	\$20,459.11 787.20 9.84	\$20,903.88 804.00 10.05	\$21,376.46 822.40 10.28	\$21,849.00 840.00 10.50

**AFSCME RATES  
1985-86 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 14	\$18,624.47 716.00 8.95	\$20,459.11 787.20 9.84	\$20,903.88 804.00 10.05	\$21,376.46 822.40 10.28	\$21,849.00 840.00 10.50	\$22,349.37 859.20 10.74
Range 15	\$19,041.43 732.00 9.15	\$20,903.88 804.00 10.05	\$21,376.46 822.40 10.28	\$21,849.00 840.00 10.50	\$22,349.37 859.20 10.74	\$22,849.72 879.20 10.99
Range 16	\$19,486.19 749.60 9.37	\$21,376.46 822.40 10.28	\$21,849.00 840.00 10.50	\$22,349.37 859.20 10.74	\$22,849.72 879.20 10.99	\$23,377.88 899.20 11.24
Range 17	\$19,958.75 768.00 9.60	\$21,849.00 840.00 10.50	\$22,349.37 859.20 10.74	\$22,849.72 879.20 10.99	\$23,377.88 899.20 11.24	\$23,933.83 920.80 11.51
Range 18	\$20,431.31 785.60 9.82	\$22,349.37 859.20 10.74	\$22,849.72 879.20 10.99	\$23,377.88 899.20 11.24	\$23,933.83 920.80 11.51	\$24,489.77 941.60 11.77
Range 19	\$20,903.88 804.00 10.05	\$22,849.72 879.20 10.99	\$23,377.88 899.20 11.24	\$23,933.83 920.80 11.51	\$24,489.77 941.60 11.77	\$25,017.94 962.40 12.03

**AFSCME RATES  
1985-86 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 20	\$21,404.24 823.20 10.29	\$23,377.88 899.20 11.24	\$23,933.83 920.80 11.51	\$24,489.77 941.60 11.77	\$25,017.94 962.40 12.03	\$25,573.90 984.00 12.30
Range 21	\$21,946.29 844.00 10.55	\$23,933.83 920.80 11.51	\$24,489.77 941.60 11.77	\$25,017.94 962.40 12.03	\$25,573.90 984.00 12.30	\$26,213.23 1,008.00 12.60
Range 22	\$22,488.35 864.80 10.81	\$24,489.77 941.60 11.77	\$25,017.94 962.40 12.03	\$25,573.90 984.00 12.30	\$26,213.23 1,008.00 12.60	\$26,824.79 1,032.00 12.90
Range 23	\$23,044.30 886.40 11.08	\$25,017.94 962.40 12.03	\$25,573.90 984.00 12.30	\$26,213.23 1,008.00 12.60	\$26,824.79 1,032.00 12.90	\$27,464.14 1,056.00 13.20
Range 24	\$23,600.28 908.00 11.35	\$25,573.90 984.00 12.30	\$26,213.23 1,008.00 12.60	\$26,824.79 1,032.00 12.90	\$27,464.14 1,056.00 13.20	\$28,131.29 1,081.60 13.52
Range 25	\$24,156.22 928.80 11.61	\$26,213.23 1,008.00 12.60	\$26,824.79 1,032.00 12.90	\$27,464.14 1,056.00 13.20	\$28,131.29 1,081.60 13.52	\$28,798.43 1,108.00 13.85

**AFSCME RATES  
1985-86 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 26	\$24,739.96 951.20 11.89	\$26,824.79 1,032.00 12.90	\$27,464.14 1,056.00 13.20	\$28,131.29 1,081.60 13.52	\$28,798.43 1,108.00 13.85	\$29,493.36 1,134.40 14.18
Range 27	\$25,379.30 976.00 12.20	\$27,464.14 1,056.00 13.20	\$28,131.29 1,081.60 13.52	\$28,798.43 1,108.00 13.85	\$29,493.36 1,134.40 14.18	\$30,243.91 1,163.20 14.54
Range 28	\$25,995.82 1,000.00 12.50	\$28,131.29 1,081.60 13.52	\$28,798.43 1,108.00 13.85	\$29,493.36 1,134.40 14.18	\$30,243.91 1,163.20 14.54	\$31,013.56 1,192.80 14.91

**AFSCME RATES  
1986-87 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 2	\$14,688.04 564.80 7.06	\$16,520.46 635.20 7.94	\$16,778.13 645.60 8.07	\$17,150.37 660.00 8.25	\$17,465.30 672.00 8.40	\$17,837.52 686.40 8.58
Range 3	\$15,031.61 578.40 7.23	\$16,778.13 645.60 8.07	\$17,150.37 660.00 8.25	\$17,465.30 672.00 8.40	\$17,837.52 686.40 8.58	\$18,209.72 700.00 8.75
Range 4	\$15,317.93 588.80 7.36	\$17,150.37 660.00 8.25	\$17,465.30 672.00 8.40	\$17,837.52 686.40 8.58	\$18,209.72 700.00 8.75	\$18,581.94 714.40 8.93
Range 5	\$15,632.88 601.60 7.52	\$17,465.30 672.00 8.40	\$17,837.52 686.40 8.58	\$18,209.72 700.00 8.75	\$18,581.94 714.40 8.93	\$18,925.52 728.00 9.10
Range 6	\$16,005.10 615.20 7.69	\$17,837.52 686.40 8.58	\$18,209.72 700.00 8.75	\$18,581.94 714.40 8.93	\$18,925.52 728.00 9.10	\$19,354.99 744.80 9.31
Range 7	\$16,348.68 628.80 7.86	\$18,209.72 700.00 8.75	\$18,581.94 714.40 8.93	\$18,925.52 728.00 9.10	\$19,354.99 744.80 9.31	\$19,784.46 760.80 9.51

**AFSCME RATES  
1986-87 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 8	\$16,720.89 643.20 8.04	\$18,581.94 714.40 8.93	\$18,925.52 728.00 9.10	\$19,354.99 744.80 9.31	\$19,784.46 760.80 9.51	\$20,185.31 776.00 9.70
Range 9	\$17,121.72 658.40 8.23	\$18,925.52 728.00 9.10	\$19,354.99 744.80 9.31	\$19,784.46 760.80 9.51	\$20,185.31 776.00 9.70	\$20,643.40 793.60 9.92
Range 10	\$17,465.30 672.00 8.40	\$19,354.99 744.80 9.31	\$19,784.46 760.80 9.51	\$20,185.31 776.00 9.70	\$20,643.40 793.60 9.92	\$21,072.88 810.40 10.13
Range 11	\$17,894.79 688.00 8.60	\$19,784.46 760.80 9.51	\$20,185.31 776.00 9.70	\$20,643.40 793.60 9.92	\$21,072.88 810.40 10.13	\$21,531.00 828.00 10.35
Range 12	\$18,324.26 704.80 8.81	\$20,185.31 776.00 9.70	\$20,643.40 793.60 9.92	\$21,072.88 810.40 10.13	\$21,531.00 828.00 10.35	\$22,017.75 847.20 10.59
Range 13	\$18,725.10 720.00 9.00	\$20,643.40 793.60 9.92	\$21,072.88 810.40 10.13	\$21,531.00 828.00 10.35	\$22,017.75 847.20 10.59	\$22,504.47 865.60 10.82

**AFSCME RATES  
1986-87 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 14	\$19,183.20 737.60 9.22	\$21,072.88 810.40 10.13	\$21,531.00 828.00 10.35	\$22,017.75 847.20 10.59	\$22,504.47 865.60 10.82	\$23,019.85 885.60 11.07
Range 15	\$19,612.67 754.40 9.43	\$21,531.00 828.00 10.35	\$22,017.75 847.20 10.59	\$22,504.47 865.60 10.82	\$23,019.85 885.60 11.07	\$23,535.21 905.60 11.32
Range 16	\$20,070.78 772.00 9.65	\$22,017.75 847.20 10.59	\$22,504.47 865.60 10.82	\$23,019.85 885.60 11.07	\$23,535.21 905.60 11.32	\$24,079.22 926.40 11.58
Range 17	\$20,557.51 790.40 9.88	\$22,504.47 865.60 10.82	\$23,019.85 885.60 11.07	\$23,535.21 905.60 11.32	\$24,079.22 926.40 11.58	\$24,651.84 948.00 11.85
Range 18	\$21,044.25 809.60 10.12	\$23,019.85 885.60 11.07	\$23,535.21 905.60 11.32	\$24,079.22 926.40 11.58	\$24,651.84 948.00 11.85	\$25,224.46 970.40 12.13
Range 19	\$21,531.00 828.00 10.35	\$23,535.21 905.60 11.32	\$24,079.22 926.40 11.58	\$24,651.84 948.00 11.85	\$25,224.46 970.40 12.13	\$25,768.48 991.20 12.39



**AFSCME RATES  
1986-87 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 20	\$22,046.37 848.00 10.60	\$24,079.22 926.40 11.58	\$24,651.84 948.00 11.85	\$25,224.46 970.40 12.13	\$25,768.48 991.20 12.39	\$26,341.12 1,012.80 12.66
Range 21	\$22,604.68 869.60 10.87	\$24,651.84 948.00 11.85	\$25,224.46 970.40 12.13	\$25,768.48 991.20 12.39	\$26,341.12 1,012.80 12.66	\$26,999.63 1,038.40 12.98
Range 22	\$23,163.00 891.20 11.14	\$25,224.46 970.40 12.13	\$25,768.48 991.20 12.39	\$26,341.12 1,012.80 12.66	\$26,999.63 1,038.40 12.98	\$27,629.53 1,062.40 13.28
Range 23	\$23,735.63 912.80 11.41	\$25,768.48 991.20 12.39	\$26,341.12 1,012.80 12.66	\$26,999.63 1,038.40 12.98	\$27,629.53 1,062.40 13.28	\$28,288.06 1,088.00 13.60
Range 24	\$24,308.29 935.20 11.69	\$26,341.12 1,012.80 12.66	\$26,999.63 1,038.40 12.98	\$27,629.53 1,062.40 13.28	\$28,288.06 1,088.00 13.60	\$28,975.23 1,114.40 13.93
Range 25	\$24,880.91 956.80 11.96	\$26,999.63 1,038.40 12.98	\$27,629.53 1,062.40 13.28	\$28,288.06 1,088.00 13.60	\$28,975.23 1,114.40 13.93	\$29,662.38 1,140.80 14.26

**AFSCME RATES  
1986-87 APPENDIX B**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Range 26	\$25,482.16 980.00 12.25	\$27,629.53 1,062.40 13.28	\$28,288.06 1,088.00 13.60	\$28,975.23 1,114.40 13.93	\$29,662.38 1,140.80 14.26	\$30,378.16 1,168.00 14.60
Range 27	\$26,140.68 1,005.60 12.57	\$28,288.06 1,088.00 13.60	\$28,975.23 1,114.40 13.93	\$29,662.38 1,140.80 14.26	\$30,378.16 1,168.00 14.60	\$31,151.23 1,198.40 14.98
Range 28	\$26,775.69 1,029.60 12.87	\$28,975.23 1,114.40 13.93	\$29,662.38 1,140.80 14.26	\$30,378.16 1,168.00 14.60	\$31,151.23 1,198.40 14.98	\$31,943.97 1,228.80 15.36

**APPENDIX D**  
**AFSCME CLASSIFICATIONS AND PAY RANGES**

<b>Class Code</b>	<b>Class Title</b>	<b>Pay Range</b>
Clerical Administrative and Fiscal		
0005	Clerk I	02
0006	Clerk II	07
0007	Clerk III	12
0008	Clerk IV	16
0010	Clerk Typist I	03
0011	Clerk Typist II	08
0012	Clerk Typist III	12
0015	Clerk Stenographer I	04
0016	Clerk Stenographer II	09
0017	Clerk Stenographer III	13
0022	Council Administrative Coord.	17
0025	Bookkeeper/Typist	10
Fiscal Accounting		
0110	Accounting Clerk I	08
0111	Accounting Clerk II	14
0115	Financial Analyst	24
Assessment and Collection		
0130	Parking Meter Collector	14
0135	Water Meter Reader	16
Engineering		
0201	Engineering Technician I	16
0202	Engineering Technician II	18
0210	Engineering Technician III	24
Inspection Services		
0401	Housing Inspector I	26
0402	Housing Inspector II	28
0405	Housing Rehabilitation Specialist I	26
0406	Housing Rehabilitation Specialist II	28
0410	Building Inspector I	26
0411	Building Inspector II	28
0415	Electrical Inspector I	26
0416	Electrical Inspector II	28

Class Code	Class Title	Pay Range
0420	Mechanical Inspector I	26
0421	Mechanical Inspector II	28
0425	Plumbing Inspector I	26
0426	Plumbing Inspector II	28
0408	Ordinance Enforcement Inspector	23
0435	Refrigeration - Air Condition Inspector II	28
0442	Land Development Coordinator	27
Labor Supervision & Trades		
0601	Janitor	13
0602	Janitor Foreperson	14
Solid Waste Refuse & Utilities		
0610	Laborer	14
0611	Refuse Collector I	15
0612	Refuse Collector II	16
0613	Refuse Collector III	17
0620	Cement Finisher	17
0630	Utilities Maintenanceperson I	17
0632	Utilities Maintenanceperson II	18
0640	Water Distribution Maintenanceperson	17
0645	Water Meter Repairperson I	18
0648	Water Meter Repairperson II	20
0650	Electrician	26
Traffic and Parking Facility		
0660	Parking Facility Attendant I	11
0661	Parking Facility Attendant II	14
0662	Parking Maintenanceperson	17
0665	Parking Meter Repairperson I	17
0666	Parking Meter Repairperson II	19
0668	Parking Dispatcher	19
0673	Traffic Sign Specialist	21
0675	Traffic Control Maintenanceperson	18
0676	Traffic Sign Fabricator	19
0680	Traffic Control Technician I	19
0681	Traffic Control Technician II	21
0205	Traffic Technician	23
0685	Electronics Technician I	24
0686	Electronics Technician II	26
0687	Radio Communication Technician I	25

0688	Radio Communication Technician II	27
0704	Airport Maintenanceperson I	17
0714	Airport Maintenanceperson II	18

Class Code	Class Title	Pay Range
Parks & Recreation		
0701	Parks Maintenanceperson I	17
0703	Parks Maintenanceperson II	18
0705	Forestry Groundsperson I	17
0706	Forestry Groundsperson II	18
0707	Tree Trimmer I	18
0708	Tree Trimmer II	20
0709	Arborist	20
0720	Greenskeeper	19
Plant Operations and Maintenance		
0730	Waste Water Plant Operator I	17
0731	Waste Water Plant Operator II	21
0735	Water Plant Operator I	17
0737	Water Plant Operator II	21
0515	Laboratory Technician	18
0743	Utilities Instrument Technician	26
0745	Utilities Maintenance Mechanic I	20
0748	Utilities Maintenance Mechanic II	21
Automotive Maintenance		
0750	Automotive Parts Clerk	18
0751	Automotive Serviceperson	16
0752	Automotive Parts Chaser	17
0755	Automotive Mechanic I	20
0756	Automotive Mechanic II	21
Mobile Equipment Operation		
0770	Equipment Operator I	16
0771	Equipment Operator II	17
0772	Equipment Operator III	19
Planning		
0261	City Planner II	28
0253	Asst. to the Planner	20
Parking Enforcement		
0668	Parking Dispatcher	19

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

LOCAL 369 OF THE AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES AFFILIATED  
WITH AFL-CIO

CITY OF ANN ARBOR



Union President



Mayor



Member Negotiating Committee

City Clerk

**LETTER OF UNDERSTANDING**

This letter of understanding is written to confirm certain understandings in reference to the new AFSCME contract.

Article 46 — It is understood that the phrase "equal in all respects or better" will require AFSCME concurrence that another health plan meets these conditions.

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

LOCAL 369 OF THE AMERICAN  
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