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AGREEMENT BETWEEN
THE CITY OF ANN ARBOR
AND
LOCAL 214 OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA A.L.A.
COMMENCING JULY 1, 1982
CONCLUDING JUNE 30, 1985

Ann Arbor, City of

Michigan State University
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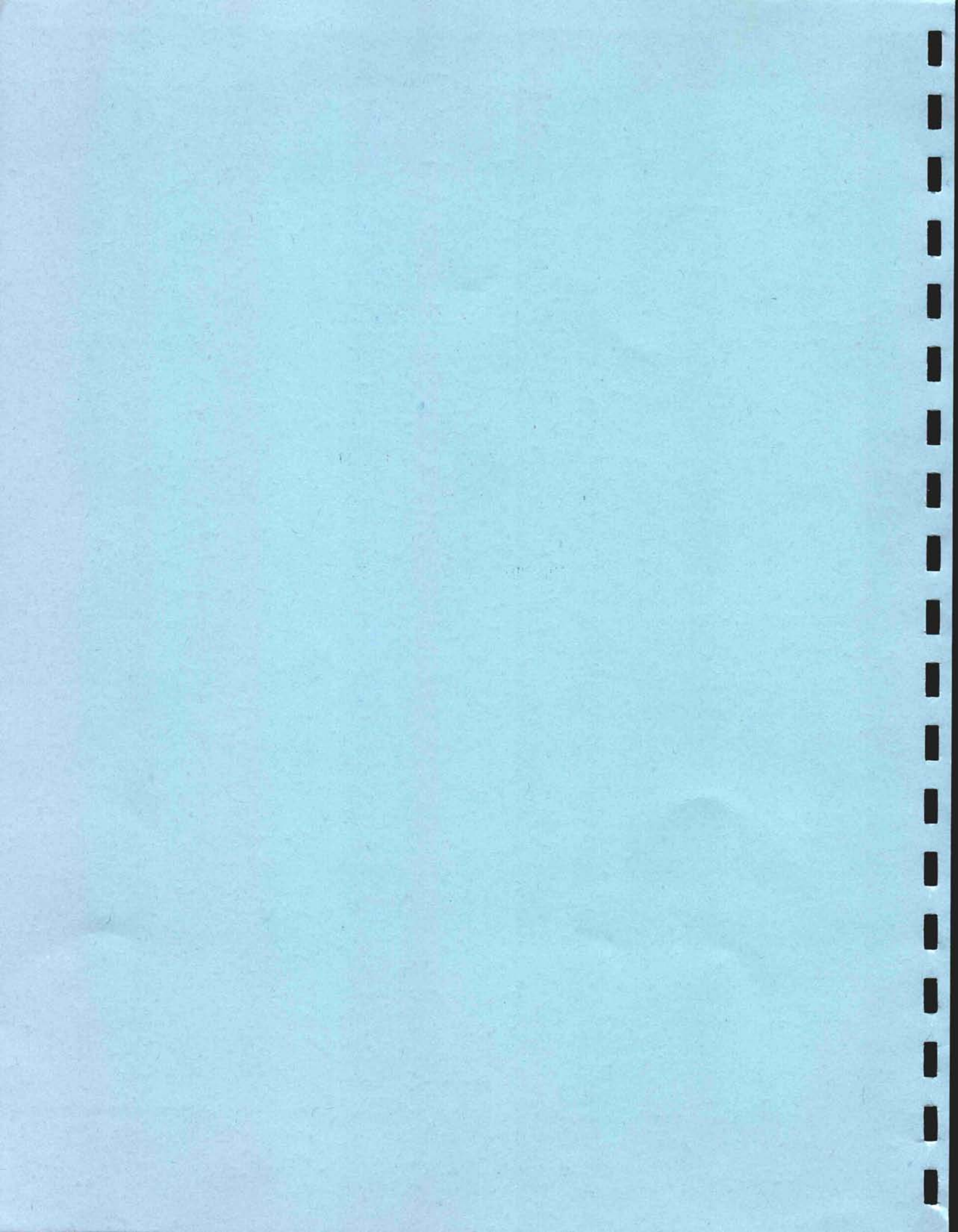


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A G R E E M E N T

This agreement entered into this 1st day of July, 1982, by and between the City of Ann Arbor, a Michigan Municipal Corporation, hereinafter referred to as the Employer and Local Number 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union.

1. Purpose and Intent. The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions, hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.
2. Recognition. 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 Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America A.L.A., as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for which collective bargaining is mandatorily prescribed by law for the term of this agreement, for Supervisory Bargaining Unit.
3. Discrimination. No persons employed by the City nor applicants for City employment 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 City and the Union shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.
4. Management Rights.
 - a. 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 Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, layoffs, for the orderly and efficient operation of the City.
 - b. The Union recognizes that members of the unit are supervisory personnel and are representative and part of management for the purpose of administering the City's policies to insure the safety, health and welfare of the citizens of the City of Ann Arbor.
5. Aid to Other Organizations. The Employer will not aid, promote or finance any labor group, organization or person which purports to engage in collective bargaining or make any agreement with any such group, person, or organization for the purpose of undermining the Union or which conflicts with the Agreement.

6. Union Security.

- a. Agency Shop. Employees covered by this Agreement 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 Agreement.

Employees covered by this Agreement 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 Agreement, 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 Agreement.

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.

- b. 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 (b) of this article unless:

1. The Union first has notified the Employee by Certified letter, explaining that he 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 that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this Article.
2. The Union has furnished the City with written proof that the procedure of Section b (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 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 (name) 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 agreement and that under the terms of the Agreement, the City shall terminate the employee."
- c. 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 6.

7. Union Dues, Initiation Fees or Service Charge:

- a. Payment of Checkoff. During the life of this agreement 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 Bylaws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form. New members will be permitted to have deducted monthly during their probationary period a prorated portion of the initiation fee as set by the Secretary-Treasurer of Local 214. Dues deduction shall begin on the seventh month of employment. The Union will notify the City Controller, in writing, as to the initiation fees and monthly dues. Any changes in these amounts shall be given in writing to the City Controller.

- b. When Deductions Begin. Checkoff deductions under a properly executed Authorization for Checkoff of Dues or Service Charge Forms 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. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the local Union with: (1) a list for whom membership dues have been deducted, and (2) a list for whom service charges have been deducted by the tenth (10th) day of the month following the payday that the dues and charges were deducted.
 - 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.
8. Stewards. The Employer recognized the right of the Union to designate a Chief Steward and six (6) other Stewards, none of whom are to be in the same Department except that in the Utilities Department there may be stewards at the Waste Water Treatment Plant, Water Plant and South Industrial Distribution Facility. Once these stewards are selected, their names will be submitted to the Personnel/Human Rights Department.

The authority of the Stewards shall be limited to and shall not exceed the following duties:

- a. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided, such messages and information:
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the work of the City.
- c. The Steward shall be permitted reasonable time to investigate, present, and process grievances on the premises of the City without loss of time

or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

- d. Before a Steward exercises his/her union responsibilities, the immediate supervisor shall be notified.

9. Strikes and Lockouts.

- a. The Union agrees that during the life of this agreement neither the Union, its agents nor its members will authorize, instigate aid, condone or engage in 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 lockouts.
- b. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. This provision shall not be construed to waive an employee's rights of appeal under the grievance procedure.
- c. In the event of a work stoppage of another union that is beyond the control of this Union, the members of this unit shall not be required to perform normal bargaining unit work of others except in cases of emergency. Such emergencies shall be declared by the City Administrator. Such assignments shall not be considered a demotion, promotion or reclassification, and when so assigned, employees shall receive their regular wages for hours worked. The Employer will provide security for members in crossing picket lines. If, because of a picket line a member refuses to perform work when an emergency exists, he shall not be paid and shall be subject to discipline, but not discharged. If a member refuses to cross a picket line of another and it is a non-emergency situation, he shall not receive his pay, but he will not be subject to discipline.

10. City and Departmental Rules. The City or the department may promulgate reasonable Personnel Rules for use in the City or in the department. These rules must be submitted by the Personnel Director if they are City rules and by the department head if they are departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or departmental rules and this agreement, this agreement shall take precedence. These rules shall be posted permanently and a copy sent to each member of the unit. A meeting shall be held with Union representatives to discuss their views of the rules prior to implementation.

11. Grievance Procedure.

- a. Purpose. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this agreement, and about alleged violations of this agreement, including discipline not involving time off.

- b. Informal Resolution. The informal resolution of differences of grievances is urged and encouraged at the lowest possible level of supervision.
- c. Timely Action. Immediate supervisors and department heads shall consider promptly all grievances presented to them, and, within the scope of their authority, take such timely action as is required.
- d. Grievances shall be processed according to the following procedure:

Step 1 - An employee who has a grievance shall discuss his complaint with his department head, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The department head shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his steward.

Step 2 - If the matter is not satisfactorily settled by such a discussion, the aggrieved employee shall file a grievance with his department head within ten (10) working days of the event giving rise to the grievance. Such grievance shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. The department head shall give a written answer within five (5) working days.

Step 3 - If the department head's answer is unsatisfactory to the employee, he shall have the right to appeal to the City Administrator. Such appeal must be made within five (5) working days from the date of the department head's written response. The City Administrator and/or his designated representative within ten (10) working days from the date of receiving the appeal will either render a written decision or hold a meeting. In the event a meeting is held, the Union representatives may meet for thirty (30) minutes prior to this meeting. The Chief Steward shall be allowed reasonable time, with pay, to investigate the nature of the grievance he is to discuss with the City Administrator's representatives. The City Administrator shall file an answer, if a meeting is held, with the Chief Steward through his Department within five (5) work days after the meeting. In lieu of filing an answer, the City Administrator, in his discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such a case, the decision of the arbitrator shall be binding on both parties. In the event that no meeting was held, the aggrieved employee upon receipt of the written answer, may request a meeting and the meeting will be held within three (3) working days of the request.

Step 4 - If an answer of the City Administrator is unsatisfactory to both the Union and the employee, the grievance shall be submitted to either a mutually agreeable arbitrator or to the American Arbitration Association "provided that such submission is made within 30 calendar 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.

- e. Cost of Arbitration. If a grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the City and the Union shall each pay one-half of the arbitrator's fee.
 - f. Power of Arbitration. An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.
 - g. Time Limitations for Grievance Procedure. If the grievance is not timely filed or if no appeal is taken within the time limit, the Employee and/or Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, then the matter shall be deemed to be settled in the Union's favor.
 - 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. This 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 Discipline Involving Time Off. The Employer reserves the right to discipline and discharge for just cause.
- a. Notice of Discharge or Discipline. When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employee's department head or his designated representative will notify the employee of the events giving rise to possible disciplinary action. Before any action is taken, the department head or his designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his Union representative on the employer's premise prior to meeting with the department head and to have his union representative present when he 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 Union representative.
 - b. Appeal of Discipline or Discharge. Should the discharged or disciplined employee consider the discipline or discharge to be improper, a written complaint specifying the reason therefore shall be presented through the Chief Steward to the City Administrator within seven (7) work days of the discharge or discipline. After receiving a complaint, the City Administrator or his designee shall hold a meeting with the complaining employee, the Chief Steward, the employee's department head, and any other necessary parties. This meeting shall be held within seven (7) work days after the receipt of the complaint. The City Administrator or his designee will give a written answer within seven (7) work days after the meeting. If the City Administrator's answer is not satisfactory to the employee and to the Union, the matter should be referred to the final step of the grievance procedure within thirty (30) work days of receipt of the City Administrator's answer. In discharge cases, the parties may mutually agree to request expedited arbitration. The decision of the arbitrator shall be binding on both parties. This section is the exclusive contractual remedy for cases involving discharge and discipline.

c. Use of Past Record. In imposing any discipline on a current charge, the employer will not base his decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously unless directly related to the current incident of discharge or discipline. Immediate discharge or discipline may occur for falsification of any employment application or record. There shall be no time limit on use of past records in these cases.

13. Vacancies. When vacancies in the bargaining unit, above entry level exist or there are new bargaining unit positions above entry level created, the employer shall post such position and make available a list of the necessary qualifications. Members of this bargaining unit shall have first right to apply for such position either by promotion or transfer.

It is understood and agreed that the vacant or new position is to be awarded to the most qualified bargaining unit member.

The employer shall not consider applicants from outside the bargaining unit so long as applicants within the bargaining unit meet the minimum qualifications set forth for said position.

Employees who fill vacancies by promotion or transfer shall be placed on three (3) months probation. During that time, the employee may be returned to his previous position by the Employer or at his own request.

It is understood that vacancies or new positions in any entry level bargaining unit position may be filled in any manner and by any person the City decides upon. A position is an entry level position if there is no other bargaining position subordinate to that position. The current bargaining unit positions are contained in Section 32; entry and nonentry level positions are indicated.

14. Reclassifications. The employer reserves the right to make changes in assigned duties and responsibilities that are related to the employee's present position. The Employer also reserves the right to assign duties and responsibilities to an employee that are unrelated to the employee's present position. Prior to the employee being assigned duties or responsibilities that are not related to his present position, the Employer agrees to meet with the Union to discuss whether or not the assignment of duties will result in a reclassification of the employee's present position or the creation of a new position, whether or not the assignment of duties will result in a change in compensation; and if a new position is created, the manner of filling said position (e.g. transfer, reclassification, or posting of a new position). Assignment of duties will not be made for the purpose of reducing an employee's pay.
15. Temporary Assignments. The Department Head shall determine when a vacancy exists and should be filled. Temporary assignments for the purpose of filling vacancies of employees who are absent will be offered to qualified employees in order of seniority, the most senior qualified person being offered the position first. If all qualified employees reject the offer, the lowest senior qualified employee must accept the temporary assignment.

Employees who are temporarily assigned to another position will be placed in Step 1 (one) of the new range. However, if Step 1 (one) of the new pay range is found to be less than a one step increase above the employee's previous rate, the employee shall receive an additional step or steps to establish the equivalent of a one-step increase in pay.

This provision shall apply to overtime only in those instances where the employee is getting the higher pay.

16. 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, qualifications, and the needs of the department. During a training assignment, the employee being trained will always be supervised by a qualified supervisor. Under such supervision, the employee being trained will continue to receive his current rate of pay.

17. Leaves of Absence.

a. Educational Benefit. In keeping with the City's policy of encouraging the improvement and professionalism of its employees, the City will provide to employees, based on budget limitations, the opportunity to take what the City determines to be job related courses at an accredited college or university or community college. Such leave shall be allowed in accordance with the City's Rules and Regulations concerning educational leave. Employees must receive prior approval from their department head with respect to any course taken. In those cases in which reimbursement is approved, the employee shall advance the cost of all tuitions and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course. Satisfactory completion shall require a "C" or better in undergraduate work and a "B" or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded.

For each three course hours for which an employee receives reimbursement, the employee will be required to continue his employment with the City for one year. If an employee leaves City employment before the appropriate period of time elapses, he/she shall have deducted from his final paycheck the money received on a prorated basis based on the number of quarter year periods worked and the length of time the employee is required to continue to work. Thus, if an employee is reimbursed for three (3) hours, he will be required to work one (1) year in order to keep the entire reimbursement. If an employee leaves after two months, he shall be required to return the entire amount; if he leaves after three (3) months but before six (6) months, he shall be required to return 1/2 of the amount. If the employee is reimbursed for six (6) hours, he shall be required to work two (2) years to keep the entire amount. If the employee leaves after three (3) months but before six (6) months, he shall be required to return 7/8 of the amount.

b. Personal Reasons. 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.

c. Special Leave. The department head, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods for the following purposes:

1. Attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service.

2. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Union elective position, and for purposes other than the above that are deemed beneficial to the City.

d. Pregnancy Leaves

1. Female Employees. Permanent female employees shall be allowed to take a six 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. If the employee provides a written recommendation by the attending physician, the Employer may, in its discretion, grant an additional leave of absence. The City will pay up to two (2) months of medical insurance while on a leave of absence due to pregnancy.
 2. Male Employees. If the spouse of a permanent male employee has a prolonged maternity related illness, a leave of absence without pay not to exceed six 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. Election of Position. 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 not to exceed two (2) years, if the Employer determines such a leave will not interfere with the efficient operation of the department. Such determination shall not be arbitrary or capricious.
- f. Physical or Mental Illness. 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 request, a leave of absence without pay not to exceed two (2) years.
- g. Family Illness. 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. Leave for Union Business. Two members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the department head and the Personnel Director, a combined maximum of ten (10) days off with pay to attend such conference and/or conventions per fiscal year.

- i. Funeral Leave. Permanent employees shall be allowed up to five (5) consecutive working days as funeral leave days with pay not to be deducted from sick leave for a death in his/her immediate family which is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, step-child, grandparents, 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.

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

- j. Personal Leave Day. Each permanent employee covered by this contract shall receive, effective July 1 of each year, four (4) eight (8) hour personal leave days. Such personal leave days 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 fiscal year or will be lost. An employee must notify his immediate supervisor by noon of the working day before he wishes to take the personal leave day.

New unit employees will earn one (1) personal leave day in each quarter of the first fiscal year of their employment. The quarters are: July-September, October-December, January-March, April-June. 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 and June, 1982, will earn one (1) personal leave day in fiscal year 1981-82. Beginning in July, that employee will receive four (4) personal leave days for fiscal year 1982-83.

In the event of layoff only, the employee will be paid at his current rate for unused personal leave.

- k. Return from Leaves. An employee on leave as specified in this article shall be returned to the position that he left if the leave is of one year duration or less. Section 18 (leave of absence) of the City of Ann Arbor Personnel Rules and Regulation shall govern leaves of absences unless otherwise modified by this contract.

18. Workers' 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 Workers' Compensation, shall, in addition to Workers' Compensation benefits receive the difference between the Workers' Compensation benefits and his/her net after tax (gross minus state and federal taxes) salary and all fringe benefits (except clothing allowance) as of the date of injury (excluding overtime), commencing the first 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.

- 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 Workers' Disability benefits as determined by law.
- d. While an employee is receiving Workers' 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 a supplemental pay.
- e. While an employee is receiving Workers' 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, his/her 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 Workers' Compensation payments under the Workers' Compensation Act.
- f. At any time the Employer determines, based on medical information, an employee is able to return to his regular job, he/she shall be required to do so. Failure to so return will result in forfeiture of weekly supplemental payments as well as subjecting the employee to loss of regular Workers' Disability Compensation payments under the Workers' Disability Compensation Act. The employee may be required to periodically report to a City selected and paid for doctor.
- g. The Personnel/Human Rights 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 whenever possible within each department to achieve this. Employees shall be paid in accordance with State Workers' Compensation laws.
- h. Workers' Compensation payments shall not be used for purposes of computing final average compensation for pension.

19. Work Schedule. The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the method and processes by which such work shall be accomplished.
- a. Regular Schedule. The regular work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except in regular six or seven day operations now in existence, and except in temporary or seasonal work. Prior to the implementation of any change in the work schedule, the Employer agrees to meet and negotiate at the request of the Union about such changes. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious.
 - b. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department for Range 24 employees and below and consistent with the requirements of municipal employment.
 - c. Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) hours a week shall be considered overtime. Employees grade Range 24 and below shall be compensated for overtime by payment at time and one-half, which may be received in cash or in compensatory time off, as requested by the employee. The department head or his designate will be the determining authority on the necessity for overtime. Employees Range 25 and above shall receive compensatory time on a straight time basis or cash payment on a straight time basis if approved by the City Administrator.
 - d. Callbacks. When an employee is called to return to work he 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 for one (1) hour of working time at time and one-half.
 - e. Rest Periods or Coffee Breaks. All employees shall be entitled to two (2) fifteen minute rest periods or coffee breaks during each shift. A lunch period shall not be considered a rest period or coffee break 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.
 - f. Shift Preference. Upon an opening or vacancy, shift preference will be given on the basis of seniority, except in rotating shift.
20. Seniority. (Probationary Employees)
- a. New permanent employees hired in the unit shall be probationary employees for the first three (3) months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating three (3) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from a day three (3) months prior to the day he completed the

probationary period. There shall be no seniority among probationary employees. Probationary employees shall receive written evaluations at two (2) months and three (3) months. The Employer may extend the probationary period. Said extension not to exceed three (3) months.

- b. The Union shall represent 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 Article I of this agreement, except employees discharged and disciplined for other than Union activity.

21. Seniority.

a. Seniority and Seniority Lists.

1. Seniority shall be based on an employee's last date of hire.
2. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
3. The seniority list on the date of this agreement shall show the names, job titles and length of service in department, of all applicable employees entitled to seniority.
4. The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies at least every six (6) months.

b. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

1. He quits City employment.
2. He is discharged and the discharge is not reversed through the procedure set forth as in this agreement.
3. He 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 to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matters may be referred to the grievance procedure.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
6. He retires.
7. He has been laid off and not recalled after 36 months.

- c. Seniority of Steward. Notwithstanding his position on the seniority list, the steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his unit which he can perform and shall be recalled to work in the event of a layoff on the first open job in his unit which he can perform. The steward shall be a permanent employee and shall have completed his probationary period in his current position.

22. Layoffs.

- a. Permanent Employees. The Employer may layoff a permanent employee when he deems it necessary by reason of shortage of work or funds, the abolition of the position or material change in the departmental organization. Some of the duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes. Prior to any layoff, the City shall notify the Union, in writing, at least two weeks prior to said layoffs and at the request of the Union will discuss the layoffs prior to the effective date.
- b. Order of Layoffs. Layoff of employees shall be made first by inverse order of seniority within a position classification. Further, bumping laterally or downward by seniority will be allowed in the following order:
1. Bid for a vacant bargaining unit position.
 2. If the employee is not able to move into a vacant bargaining unit position, he shall have the right to bump to a lower position classification within the job series he is performing if he has more unit seniority than the least senior employee within that 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.
 3. If an employee does not have bumping rights under 1-2 above, he shall have the right to bump into a position classification in which he has previously served if he has more unit seniority than the least senior employee in that classification. The least senior employee will then be removed from the position.
 4. If an employee does not have any bumping rights under 1-3 above, he will be allowed to bump into a position classification in which he possesses the qualifications and abilities to perform with minimum training and supervision and if he has more unit seniority than the least senior employee in that classification. The position into which the employee will be allowed to bump will be determined by the Employer. The least senior employee will then be removed from the position.
 5. The procedure set out above shall be available for use by an employee who is replaced as a result of the bumping procedure. If an employee who has received a layoff notice wishes to exercise bumping rights, he must notify the Personnel Department within three (3) days after receiving the layoff notice.

- c. Notice of Layoff. The department shall give written notice to the Director of Personnel and to the employees and Union of any proposed layoff. Such notice shall state the reasons therefor, and shall be submitted at least two weeks before the effective date thereof. Employees who are laid off as a result of being bumped will be given seven (7) days' notice.
 - d. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered to have quit.
23. 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. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
 - b. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) days, except as provided in (c) below.
 - c. In addition to compensation for absence due to sickness, the following shall apply:
 1. 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 unused sick leave credit, at his current rate, at the time of death or retirement up to the maximum of 120 days plus (if 120 days) all of the unused sick leave days accumulated during the current year.

For purposes of computing final annual compensation for pension, employees who were members of this bargaining unit before July 1, 1980, shall have all of their allowable accumulated sick leave pay included in accordance with this article. Employees entering this bargaining unit on or after July 1, 1980, shall have none of their accumulated sick leave pay included unless transferring from other City employment to this bargaining unit. If an employee is transferring from another City position, said employee shall continue to have the same amount of sick leave included in final annual compensation as the employee had before. Employees laid off or bumped from this unit (unless they lose their seniority) shall return with the same benefit as to final annual compensation as when they were laid off or bumped.
 2. An employee who has accumulated the maximum of one hundred 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 twenty (120) work

day accumulation authorized above, and the remaining one-half shall be added to the one hundred twenty (120) days accumulation to be used for illness only. When an employee has accumulated more than one hundred twenty (120) days, the amount over the one hundred twenty (120) days shall be used first.

If an employee chooses to elect this payment option, he must notify the City Controller's office between December 1 and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made on the second pay in January of each year at the rate as of December 1.

3. Employees absent from work on legal holidays, during sick leave, during vacation, while on Workmens' Compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.
 4. An employee eligible for sick leave may use such leave for absence due to his/her personal illness, and due to illness in the employee's immediate family which is limited to husbands, wives, children and parents provided the employee's presence is necessary. Upon approval of his/her department, an employee may be absent due to exposure to contagious disease which could be communicated to other employees.
 5. 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 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 will 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.
 6. If an employee is off on sick leave for five (5) 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.
24. 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 a prescription drug, sterilization and PPNV-L rider which provides pre and postnatal care service to female employees, wives and dependent

child and the "ML" Rider. The Employer further agrees to pay the entire cost of a like Blue Cross Blue Shield Plan for employees retiring after July 1, 1977. Except that employees taking deferred retirement do not receive this benefit.

- b. The Employer will provide and pay for the true cost of 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 Employer will provide and pay for eye coverage by "Mutual Eye Claim Audits, Inc." effective two (2) months following the ratification of this contract. This is to be the full service benefit Plan A, as submitted by Mutual Eye Claim Audits, Inc.
- d. A permanent or temporary employee of the City may elect to take this hospitalization insurance at the time he becomes a City employee. A permanent City employee may also elect to take this hospitalization at the annual yearly opening period. A temporary employee will be required, if he elects to take this insurance, to pay the entire premium cost. A newly appointed permanent employee will be required, if he elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first three (3) months of his employment as this is his probationary period. At the end of this time, the City will assume the full cost for his hospitalization premium portion that is for his spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example, a parent, mother-in-law, or child over 19 years of age.
- e. 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.

25. 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 directly on a City pension.
- b. Eligible employees may elect to receive additional term life insurance equal to twice the employee's annual salary. The Employer will assume fifty percent (50%) of the cost of the optional life insurance. Retiring employees as identified in Section 25 a. 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. Eligible employees are entitled to subscribe to group life insurance for their family as follows:

Coverage

Spouse	\$3,000 up to 6,000
Children: Birth to age 6 months	200 up to 400
Age 6 months to age 19	2,000 up to 4,000

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

Changes in life insurance coverage will be effective within two (2) months following ratification of the contract.

26. 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 five 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 22 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. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue more than twice the amount of annual vacation to which he is entitled. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, it shall be permanently lost as of December 31 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 year, by the City Administrator.
- e. 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.
- f. Accumulated vacation leave cannot be transferred from one employee to another employee.

27. Compensation for Absence on 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:

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

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

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

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

28. Pension. The Pension Ordinance, as adopted by City Council in 1968, is hereby incorporated and made a part of this agreement. If improvements occur in the City's pension plan during the term of this agreement, the City agrees, at the Union's request to reopen the contract to negotiate for pension plan adjustments only.
29. 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 on or about December 15 of each calendar year. Should an employee leave City service and is eligible for longevity pay, such pay will be prorated and paid based upon actual anniversary date.

This cash payment will be in a separate check and not a part of the base 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.

30. General Provisions:

a. Jury Duty. An employee who is required to report for and/or perform jury duty as prescribed by applicable law shall be paid eight (8) hours of pay at their regular straight-time-hourly rate of pay provided the pay from jury duty on a work day is forwarded to the Controller's Department when received. 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. In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that they will be required to report for jury duty and must furnish satisfactory evidence that he/she reported and/or performed such jury duty for the hours for which they claim payment.

b. Committees.

1. Safety Committee: The Union shall have a representative of their choosing on the City Safety Committee.
2. Bargaining Committee: The Bargaining Committee of the Union will include not more than five (5) members made up of City employees and nonemployees representative of Local 214 (not more than one (1) in number). The Union will give management, in writing, the names of its employee representatives on the Bargaining Committee. The Employer will give 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 his/her regular work station over forty (40) hours, which may have included time spent in negotiations, shall be compensated within the contractually agreed upon manner.

Anyone working on the Bargaining Committee will be considered as working (7 a.m. - 3:30 p.m.) for the duration of contract negotiations on the days of negotiations.

c. Pay Period. All employees covered by this agreement shall be paid in full bi-weekly. Not more than seven (7) days shall be held from a

regular employee. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or union representatives with permission of the employee.

- d. Credit Union. The Employer agrees to deduct from each employee who so authorized it in writing a specified sum each and every payroll and to pay this sum to a credit union not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the employer and the Credit Union a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.
- e. Pay Advance. If a regular payday falls during an employee's vacation and he is to be on vacation for two weeks or longer, he 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 check two (2) weeks before leaving, if he desires to receive it in advance.
- f. Bulletin Boards. The Employer will provide a bulletin board in all City buildings which may be used by the Union for posting notices including but not limited to 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 activities
- g. Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer, unless such loss or damage is caused by the employee's proven negligence.
- h. The Employer will pay the cost of the yearly physical examination at no cost to the employee if such examination is required by the Employer.
- i. The Employer will furnish First Aid Kits for each unit of equipment.
- j. The Employer agrees that members of this unit, being supervisors, under normal circumstances, will not be asked to do work that is normally performed by employees who are in different bargaining units.
- k. Prior to any major operational changes being implemented, the Employer shall notify the Union of such change and a meeting will be arranged between representatives of the City, the department involved and the union.

- l. Bonds. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.
- m. Special Conferences. Special conferences for the discussion of important matters (not grievances) shall be arranged between the local Union President or his designate 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:
1. Such meetings shall be attended by a maximum of four (4) local Union representatives and may also be attended by representatives of the International Union.
 2. 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 be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. 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.
 3. 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.
- n. Contracts. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

If such contracting results in the elimination of bargaining unit positions, and if the employee has been unable to transfer into another bargaining unit position from time of notification of the decision to contract out work until the effective date of the contracting out of work, then employees in those positions will be offered another job with the City at the employees then current rate of pay. When possible, such reduction shall be made by attrition.

Employees who are in positions that are designated to be eliminated must make efforts to transfer into vacant bargaining unit positions from the date they are notified that their position will be eliminated.

Employees shall be recalled for vacant or newly created bargaining unit positions in accordance with the recall provisions of this agreement

[Article 22(d)] positions that have been designated to be eliminated at a future date may be filled by temporary employees.

- o. Provisions Contrary to Law. If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any 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.
- p. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this agreement, 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 agreement. Therefore, the Employer and the Union, for the life of this agreement, 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 agreement even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated and signed this agreement.
- q. Off Days. Off days shall not be changed, switched or rescheduled to avoid paying overtime.
- r. Upon notification to the office of the City Administrator, authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the local union and/or representatives of the Employer concerning matters covered by this agreement.
- s. Upon approval of the office of the City Administrator, the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at a reasonable time with employee consent.
- t. The Employer will continue to provide washrooms and lockers where now provided for the changing and storing of clothing. Lockers of individuals will not be opened for inspection except in case of a court order, or with permission of and in the presence of the employee and his designated representative and steward.
- u. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his duties and responsibilities. Such legal assistance may not be provided in cases of criminal prosecution or cases where the City is an adverse party. If such assistance

is denied, the City Administrator shall provide the reasons for denial in writing. Any denial may not be arbitrary or capricious.

- v. Payment of Back Pay Claims. If the Employer fails to give an employee work to which his seniority and qualifications entitle him and such work does exist, a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and, if successful in the grievance, the Employer will reimburse him for the earnings he lost through failure to give him such work.
- w. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.
- x. Computation of Benefits. Any compensable day shall be considered a day worked for the purpose of computing benefits under this agreement unless otherwise limited by this agreement.
- y. Veterans:
 - 1. Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the 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 which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.
 - 2. Probationary Employees. 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 three (3) months.
 - 3. 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 agreement.
 - 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 and National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

z. The Employer will provide winter and summer uniforms where required.

31. Certification Premium Pay

Certification Required: In order to be appointed to the position of Waste Water Plant Operator III, the appointee must possess a State of Michigan Operator's Class C Certificate. In order to continue to hold this position, the employee must obtain an Operator's Class B Certificate within two years of his/her appointment and continuously maintain said certificate. The Director of Utilities may extend this period of time to no more than three years at his/her discretion.

In order to be appointed to the position of Water Plant Operator II, the appointee must possess a State of Michigan Operator's F-3 Certificate. In order to continue to hold this position, the employee must obtain an Operators' R-2 Certificate within two years of his/her appointment and continuously maintain said certificate. The Director of Utilities may extend this period of time to no more than three years at his/her discretion.

The above section is not applicable to persons holding the position of Waste Water Plant Operator III or Water Plant Operator II as of June 30, 1980.

Premium Pay: Premium for State Certification shall be as follows and included in each regular pay check as a percentage of base pay:

State of Michigan Certification for:

<u>2.5%</u> <u>Premium</u>	<u>5.0%</u> <u>Premium</u>	<u>City Classification</u>
B	A	Waste Water Plant Operator III
F-2	F-1	Waste Plant Operator II

32.

CLASSIFICATION IN BARGAINING UNIT

The following schedule shows all classifications in this bargaining unit:

<u>Classification</u>	<u>Range</u>
<u>Entry Level Positions</u>	
0605 Assistant Building Supervisor	20
0670 Assistant Parking System Manager	23
0741 Calciner Operator II	24
0009 Clerk V	20
0075 Customer Service Supervisor	26
0203 Engineering Technician IV	25
0204 Engineering Technician Supervisor	29
0710 Forestry Foreman I	23
0282 Forestry Technician	24
0760 Garage Foreman I	22
0721 Golf Course Supervisor	25
0722 Golf Pro Shop Supervisor	21
0446 Housing Inspection Supervisor	30
0614 Landfill Foreman	23
0616 Landfill/Solid Waste Swing Foreman	23
0702 Parks Maintenance Foreman	23
0865 Records System Supervisor	16
0303 Recreation Facility Supervisor I	21
0615 Solid Waste Foreman	23
0625 Streets Foreman	22
0678 Traffic Sign and Signal Supervisor	30
0631 Utilities Maintenance Foreman	23
0746 Utility Maintenance Supervisor	27
0733 Waste Water Plant Operator III	24
0736 Water Plant Operator II	23
<u>Nonentry Level Positions</u>	
0606 Building Superintendent	24
0690 Communication Supervisor	30
0711 Forestry Foreman II	24
0761 Garage Foreman II	24
0671 Parking System Manager	31
0715 Parks Maintenance Supervisor	29
0635 Streets Maintenance Supervisor	29
0302 Recreation Facility Supervisor II	23
0304 Recreation Facility Supervisor III	25
0617 Solid Waste Field Operations Supervisor	29
0639 Utilities Maintenance Supervisor	29

Reclassification requests may be submitted after July 1, 1982, and will be acted upon within six months of the submission.

33. Duration of Agreement.

This agreement shall become effective as of the 1st day of July, 1982 and shall remain in full force and effect until the 30th day of June, 1985 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, INDEPENT UNION, LOCAL 214

CITY OF ANN ARBOR

By: James John Paus

By: Don E. Blitch
Mayor

Its: Business Agent

By: W. Northross
City Clerk

By: James Wilson

Its: Chief Steward

34.

LETTER OF UNDERSTANDING REGARDING LAYOFFS

The City agrees that no layoffs will occur during the term of this agreement in the following classifications provided the facilities are not closed: Recreation Facility Supervisor I, Recreation Facility Supervisor II, Recreation Facility Supervisor III, Golf Course Supervisor, and Golf Pro Shop Supervisor.

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, INDEPENDENT UNION, LOCAL 214

CITY OF ANN ARBOR

By: James John Paves

Its: Business Agent

By: Tom D. Balke
Mayor

By: N. Northcross
City Clerk

By: James Wilson

Its: Chief Steward

1982 83 TEAMSTERS SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range 26	\$23,924 920.00 11.50	\$24,508 942.40 11.78	\$25,182 968.80 12.11	\$25,788 992.00 12.40	\$26,462 1,017.60 12.72	\$27,114 1,043.20 13.04
Range 27	24,508 942.40 11.78	25,182 968.80 12.11	25,788 992.00 12.40	26,462 1,017.60 12.72	27,114 1,043.20 13.04	27,788 1,068.80 13.36
Range 28	25,182 968.80 12.11	25,788 992.00 12.40	26,462 1,017.60 12.72	27,114 1,043.20 13.04	27,788 1,068.80 13.36	28,484 1,095.20 13.69
Range 29	25,788 992.00 12.40	26,462 1,017.60 12.72	27,114 1,043.20 13.04	27,788 1,068.80 13.36	28,484 1,095.20 13.69	29,181 1,122.40 14.03
Range 30	26,462 1,017.60 12.72	27,114 1,043.20 13.04	27,788 1,068.80 13.36	28,484 1,095.20 13.69	29,181 1,122.40 14.03	29,967 1,152.80 14.41
Range 31	27,114 1,043.20 13.04	27,788 1,068.80 13.36	28,484 1,095.20 13.69	29,181 1,122.40 14.03	29,967 1,152.80 14.41	30,730 1,181.60 14.77

7-1-83 TEAMS, ER SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range 16	\$19,648 756.00 9.45	\$20,092 772.80 9.66	\$20,583 792.00 9.90	\$21,050 809.60 10.12	\$21,563 829.60 10.37	\$22,077 848.80 10.61
Range 17	20,092 772.80 9.66	20,583 792.00 9.90	21,050 809.60 10.12	21,563 829.60 10.37	22,077 848.80 10.61	22,662 872.00 10.90
Range 18	20,583 792.00 9.90	21,050 809.60 10.12	21,563 829.60 10.37	22,077 848.80 10.61	22,662 872.00 10.90	23,222 892.80 11.16
Range 19	21,050 809.60 10.12	21,563 829.60 10.37	22,077 848.80 10.61	22,662 872.00 10.90	23,222 892.80 11.16	23,736 912.80 11.41
Range 20	21,563 829.60 10.37	22,077 848.80 10.61	22,662 872.00 10.90	23,222 892.80 11.16	23,736 912.80 11.41	24,320 935.20 11.69
Range 21	22,077 848.80 10.61	22,662 872.00 10.90	23,222 892.80 11.16	23,736 912.80 11.41	24,320 935.20 11.69	24,881 956.80 11.96
Range 22	22,662 872.00 10.90	23,222 892.80 11.16	23,736 912.80 11.41	24,320 935.20 11.69	24,881 956.80 11.96	25,488 980.00 12.25
Range 23	23,222 892.80 11.16	23,736 912.80 11.41	24,320 935.20 11.69	24,881 956.80 11.96	25,488 980.00 12.25	26,189 1,007.20 12.59
Range 24	23,736 912.80 11.41	24,320 935.20 11.69	24,881 956.80 11.96	25,488 980.00 12.25	26,189 1,007.20 12.59	26,820 1,031.20 12.89
Range 25	24,320 935.20 11.69	24,881 956.80 11.96	25,488 980.00 12.25	26,189 1,007.20 12.59	26,820 1,031.20 12.89	27,520 1,058.40 13.23

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7-1-83 TEAMSTERS SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range 26	\$24,881 956.80 11.96	\$25,488 980.00 12.25	\$26,189 1,007.20 12.59	\$26,820 1,031.20 12.89	\$27,520 1,058.40 13.23	\$28,199 1,084.80 13.56
Range 27	25,488 980.00 12.25	26,189 1,007.20 12.59	26,820 1,031.20 12.89	27,520 1,058.40 13.23	28,199 1,084.80 13.56	28,900 1,111.20 13.89
Range 28	26,189 1,007.20 12.59	26,820 1,031.20 12.89	27,520 1,058.40 13.23	28,199 1,084.80 13.56	28,900 1,111.20 13.89	29,623 1,139.20 14.24
Range 29	26,820 1,031.20 12.89	27,520 1,058.40 13.23	28,199 1,084.40 13.56	28,900 1,111.20 13.89	29,623 1,139.20 14.24	30,348 1,167.20 14.59
Range 30	27,520 1,058.40 13.23	28,199 1,084.80 13.56	28,900 1,111.20 13.89	29,623 1,139.20 14.24	30,348 1,167.20 14.59	31,166 1,198.40 14.98
Range 31	28,199 1,084.80 13.56	28,900 1,111.20 13.89	29,623 1,139.20 14.24	30,348 1,167.20 14.59	31,166 1,198.40 14.98	31,959 1,228.80 15.36

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range 16	\$20,434 785.60 9.82	\$20,896 804.00 10.05	\$21,406 823.20 10.29	\$21,892 842.40 10.53	\$22,426 862.40 10.78	\$22,960 883.20 11.04
Range 17	20,896 804.00 10.05	21,406 823.20 10.29	21,892 842.40 10.53	22,426 862.40 10.78	22,960 883.20 11.04	23,568 906.40 11.33
Range 18	21,406 823.20 10.29	21,892 842.40 10.53	22,426 862.40 10.78	22,960 883.20 11.04	23,568 906.40 11.33	24,151 928.80 11.61
Range 19	21,892 842.40 10.53	22,426 862.40 10.78	22,960 883.20 11.04	23,568 906.40 11.33	24,151 928.80 11.61	24,685 949.60 11.87
Range 20	22,426 862.40 10.78	22,960 883.20 11.04	23,568 906.40 11.33	24,151 928.80 11.61	24,685 949.60 11.87	25,293 972.80 12.16
Range 21	22,960 883.20 11.04	23,568 906.40 11.33	24,151 928.80 11.61	24,685 949.60 11.87	25,293 972.80 12.16	25,876 995.20 12.44
Range 22	23,568 906.40 11.33	24,151 928.80 11.61	24,685 949.60 11.87	25,293 972.80 12.16	25,876 995.20 12.44	26,508 1,019.20 12.74
Range 23	24,151 928.80 11.61	24,685 949.60 11.87	25,293 972.80 12.16	25,876 995.20 12.44	26,508 1,019.20 12.74	27,237 1,047.20 13.09
Range 24	24,685 949.60 11.87	25,293 972.80 12.16	25,876 995.20 12.44	26,508 1,019.20 12.74	27,237 1,047.20 13.09	27,893 1,072.80 13.41
Range 25	25,293 972.80 12.16	25,876 995.20 12.44	26,508 1,019.20 12.74	27,237 1,047.20 13.09	27,893 1,072.80 13.41	28,621 1,100.80 13.76

4-1-84 TEAMSTERS SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	
Range 26	\$25,876 995.20 12.44	\$26,508 1,019.20 12.74	\$27,237 1,047.20 13.09	\$27,893 1,072.80 13.41	\$28,621 1,100.80 13.76	\$29,327 1,128.00 14.10	\$29,327 1,128.00 14.10
Range 27	26,508 1,019.20 12.74	27,237 1,047.20 13.09	27,893 1,072.80 13.41	28,621 1,100.80 13.76	29,327 1,128.00 14.10	30,056 1,156.00 14.45	30,056 1,156.00 14.45
Range 28	27,237 1,047.20 13.09	27,893 1,072.80 13.41	28,621 1,100.80 13.76	29,327 1,128.00 14.10	30,056 1,156.00 14.45	30,808 1,184.80 14.81	30,808 1,184.80 14.81
Range 29	27,893 1,072.80 13.41	28,621 1,100.80 13.76	29,327 1,128.00 14.10	30,056 1,156.00 14.45	30,808 1,184.80 14.81	31,562 1,213.60 15.17	31,562 1,213.60 15.17
Range 30	28,621 1,100.80 13.76	29,327 1,128.00 14.10	30,056 1,156.00 14.45	30,808 1,184.80 14.81	31,562 1,213.60 15.17	32,413 1,246.40 15.58	32,413 1,246.40 15.58
Range 31	29,327 1,128.00 14.10	30,056 1,156.00 14.45	30,808 1,184.80 14.81	31,562 1,213.60 15.17	32,413 1,246.40 15.58	33,237 1,278.40 15.98	33,237 1,278.40 15.98

7-1-84 TEAMSTERS SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	
Range 16	\$21,047 809.60 10.12	\$21,523 828.00 10.35	\$22,048 848.00 10.60	\$22,549 867.20 10.84	\$23,099 888.80 11.11	\$23,649 909.60 11.37	\$23,649 909.60 11.37
Range 17	21,523 828.00 10.35	22,048 848.00 10.60	22,549 867.20 10.84	23,099 888.80 11.11	23,649 909.60 11.37	24,275 933.60 11.67	24,275 933.60 11.67
Range 18	22,048 848.00 10.60	22,549 867.20 10.84	23,099 888.80 11.11	23,649 909.60 11.37	24,275 933.60 11.67	24,876 956.80 11.96	24,876 956.80 11.96
Range 19	22,549 867.20 10.84	23,099 888.80 11.11	23,649 909.60 11.37	24,275 933.60 11.67	24,876 956.80 11.96	25,426 977.60 12.22	25,426 977.60 12.22
Range 20	23,099 888.80 11.11	23,649 909.60 11.37	24,275 933.60 11.67	24,876 956.80 11.96	25,426 977.60 12.22	26,052 1,002.40 12.53	26,052 1,002.40 12.53
Range 21	23,649 909.60 11.37	24,275 933.60 11.67	24,876 956.80 11.96	25,426 977.60 12.22	26,052 1,002.40 12.53	26,652 1,024.80 12.81	26,652 1,024.80 12.81
Range 22	24,275 933.60 11.67	24,876 956.80 11.96	25,426 977.60 12.22	26,052 1,002.40 12.53	26,652 1,024.80 12.81	27,303 1,050.40 13.13	27,303 1,050.40 13.13
Range 23	24,876 956.80 11.96	25,426 977.60 12.22	26,052 1,002.40 12.53	26,652 1,024.80 12.81	27,303 1,050.40 13.13	28,054 1,079.20 13.49	28,054 1,079.20 13.49
Range 24	25,426 977.60 12.22	26,052 1,002.40 12.53	26,652 1,024.80 12.81	27,303 1,050.40 13.13	28,054 1,079.20 13.49	28,730 1,104.80 13.81	28,730 1,104.80 13.81
Range 25	26,052 1,002.40 12.53	26,652 1,024.80 12.81	27,303 1,050.40 13.13	28,054 1,079.20 13.49	28,730 1,104.80 13.81	29,479 1,133.60 14.17	29,479 1,133.60 14.17

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7-1-84 TEAMSTERS SUPERVISORY

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Range 26	\$26,652 1,024.80 12.81	\$27,303 1,050.40 13.13	\$28,054 1,079.20 13.49	\$28,730 1,104.80 13.81	\$29,479 1,133.60 14.17	\$30,207 1,161.60 14.52
Range 27	27,303 1,050.40 13.13	28,054 1,079.20 13.49	28,730 1,104.80 13.81	29,479 1,133.60 14.17	30,207 1,161.60 14.52	30,958 1,190.40 14.88
Range 28	28,054 1,079.20 13.49	28,730 1,104.80 13.81	29,479 1,133.60 14.17	30,207 1,161.60 14.52	30,958 1,190.40 14.88	31,732 1,220.80 15.26
Range 29	28,730 1,104.80 13.81	29,479 1,133.60 14.17	30,207 1,161.60 14.52	30,958 1,190.40 14.88	31,732 1,220.80 15.26	32,509 1,250.40 15.63
Range 30	29,479 1,133.60 14.17	30,207 1,161.60 14.52	30,958 1,190.40 14.88	31,732 1,220.80 15.26	32,509 1,250.40 15.63	33,385 1,284.00 16.05
Range 31	30,207 1,161.60 14.52	30,958 1,190.40 14.88	31,732 1,220.80 15.26	32,509 1,250.40 15.63	33,385 1,284.00 16.05	34,234 1,316.80 16.46

