

3845

COPY

6/30/99

AGREEMENT

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL UNION NO. 1015 AND COUNCIL NO. 25

-and-

CITY OF ST. CLAIR SHORES

(7/1/95 to 6/30/99)

St. Clair Shores, City of

Approved by Council 03/04/96

THE UNIVERSITY OF CHICAGO
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Deputy Assessor	Civic Arena Manager's Asst.
Deputy Clerk	Secretary to Department Heads
Building Maintenance Engineer	City Forester
Director of Parks and Recreation	Golf Course Manager
Supervisor of Recreation Activities	Greens Keeper
Chief Building Official	Supervisor of Data Processing
Planning Director	Safety Director
Assistant Planning Director	Deputy Controller
Superintendent of DPW	Purchasing Director
Asst. Supt. DPW(2)	Water Foreman
Superintendent of Water	Deputy Director/Parks and Recreation
Parks Foreman	

2.2 The City shall provide the Union with a copy of an organizational chart within sixty (60) days after the ratification of the contract. It is recognized that the City has the right to reorganize its departments and divisions. The City recognizes its legal obligation to bargain over the effects of such a decision upon request. The City shall provide the Union notice of a change seven (7) days prior to that change.

ARTICLE 3 AID TO OTHER UNIONS

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

ARTICLE 4 UNION SECURITY-REQUIREMENTS OF UNION MEMBERSHIP

4.1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, and the employees who become members after the signing of this Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

7.4 REMITTANCE OF DUES TO FINANCIAL OFFICER: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible before the tenth (10th) day of the following month.

7.5 TERMINATION OF CHECK-OFF: An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the fifteenth (15th) day of the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the employer of the names of such employees following the end of each month in which the termination took place.

7.6 DISPUTES CONCERNING MEMBERSHIP: Any dispute concerning employee's membership in the Union shall be subject to the grievance procedure if not resolved.

7.7 REPORTS: All of this information will also be supplied for the Chapters of the Local.

ARTICLE 8 UNION REPRESENTATION

8.1 It is mutually agreed that the principal of proportional representation which reflects a steward for each department is a sound and sensible basis for representation.

ARTICLE 9 UNION BULLETIN BOARDS

9.1 The employer will provide bulletin boards in each building which may be used by the Union for posting notices. Seasonal locations will be provided. Furthermore, there will be a locked board at the storage garage.

9.2 A copy of all notices will be provided to the City Manager at the time of posting.

ARTICLE 10 SPECIAL CONFERENCES

10.1 Special conferences for important matters will be arranged between the Local President and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Union Representatives. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be

13.3 STEP ONE - VERBAL

An employee and/or his/her steward shall discuss the grievance with the employee's immediate supervisor in an effort to resolve the problem.

13.4 STEP TWO - WRITTEN

13.4.1 In the event Step One (1) does not resolve the grievance, a written grievance may be filed by the steward and/or president with the employee's department head, within fifteen (15) calendar days after knowledge of the event giving rise to the grievance in order to be a proper matter of the grievance procedure.

13.4.2 Within seven (7) calendar days after receipt of the written grievance, the employee's department head shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party and to the Union President or designated representative. If the grievance is not answered by the department head within seven (7) calendar days, the Union may immediately proceed to the next step of the grievance procedure.

13.5 STEP THREE - AGENDA

13.5.1 Within fifteen (15) calendar days after receiving a reply, if the employee or the Union still feels aggrieved, an appeal by the employee or the Union may be taken to the City Manager or designated representative. The appeal must be in writing. A meeting between at least two (2) representatives of the Union and two (2) representatives of the City, to include the City Manager or designated representative will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is received by the City Manager or designated representative. Within seven (7) calendar days after the date of the said meeting, the City Manager or designated representative shall communicate the decision of the City Manager, or designated representative in writing, and signed by him/her, together with the supporting reasons, to the aggrieved party and to the Union. If the grievance is not answered by the City Manager or designated representative within seven (7) calendar days, the Union may immediately proceed to the next step of the grievance procedure.

13.5.2 The Union representatives will be permitted to meet at a place on City property immediately preceding the meeting with the representatives of the Employer.

13.6 STEP FOUR - Arbitration

13.6.1 If the City and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration

any compensation received from temporary employment obtained subsequent to his/her removal from the City payroll.

13.6.8 The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

13.6.9 In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

13.6.10 Arbitration whenever possible shall be conducted on the location where the grievance originated.

13.6.11 All arbitration hearings shall be governed by the rules of the American Arbitration Association.

13.7 GENERAL PRINCIPLES: The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept informal and not open to the general public.

13.7.1 The number of days indicated at each level of the grievance procedure shall be considered as maximum. Time limits at any step of the grievance procedure may be extended by mutual agreement in writing. In the event that the Union fails to appeal within the limits prescribed, the grievance shall be considered withdrawn.

13.7.2 A grievance may be withdrawn at any level of the grievance procedure without prejudice.

13.7.3 All grievances involving either economic issues or discharge shall be initiated at Step One (1) of the grievance procedure and then processed to Step Three (3).

13.7.4 The Local President, or his/her designee shall be allowed time off from his/her job, without loss of time or pay, to investigate grievances which he/she is to discuss with the Employer. The department supervisor or superintendent will grant him/her permission to leave work for this purpose.

ARTICLE 14 DISCIPLINE AND DISCHARGE

14.1 Any disciplinary action or measure imposed upon an Employee shall be for just cause and may be processed as a grievance through the disciplinary grievance procedure.

14.2 The Employer agrees that upon the discipline of an employee or discharge, the Employer will promptly notify in writing the employee's Local Union President or designee. The employee

As of January 1, 1995, letters of commendation which are over two years old will not be eligible for presentation to grievance arbitration.

14.7 If a second serious disciplinary action does occur within the two (2) year period, the first serious offense shall remain in said file for two (2) additional years from the date of the second serious offense and shall then be removed at the employee's request provided no further serious offense has occurred. Said request will be made to the City Manager.

ARTICLE 15 SUB-CONTRACTING

15.1 During the term of this Agreement the employer shall not contract or sub-contract any public work covered under Civil Service job specifications performed by the employees if such work shall cause a lay-off of any permanent employees or loss of any regular working hours for any permanent employees.

ARTICLE 16 PAYMENT OF BACK CLAIMS

16.1 If the employer fails to give an employee work to which he/she is entitled and a written notice of his/her claim is filed within thirty (30) days of the time the employer first failed to give him/her such work, the employer will reimburse him/her in the next succeeding pay period, for the earnings he/she lost through failure to give him/her such work.

ARTICLE 17 SENIORITY-PROBATIONARY EMPLOYEES

17.1 New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The calendar days probationary period shall be accumulated within not more than (1) year. When an employee completes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees..

17.2 The Union shall represent new hire 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 2 of the Agreement, except that new hire probationary employees are not subject to the provision of Article 14 of the collective bargaining agreement provided the termination is for other than Union activity.

19.1.3 He/she is absent for three (3) consecutive working days without notifying the employer and without having good cause for not calling in. The employee must notify the employer before the end of his/her regular shift of the third (3rd) day. If proper notification is not received, the employer will send written notification to the employee at his/her last known address that he/she has lost seniority and his/her employment has been terminated.

19.1.4 If he/she does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exception shall be made.

19.1.5 Failure to return from sick leave and leaves of absence will be treated the same as Article 19.1.3.

19.1.6 He/she retires.

ARTICLE 20 SENIORITY OF STEWARDS

20.1 Notwithstanding their position on the seniority list, stewards shall in the event of a lay-off, of any type, be continued at work as long as there is a job in their department which they can perform, and shall be recalled to work in the event of a lay off on the first open job in their department which they can perform.

ARTICLE 21 SENIORITY OF OFFICERS

21.1 Unless the scope of superseniority is expanded pursuant to the June 26, 1984 Letter of Understanding set forth in Appendix A., the President, Vice President, Treasurer and Recording Secretary, two (2) Chief Stewards and Executive Board Member at Large of the Local Union shall, in the event of a lay off only, be continued at work at all times provided they can perform any of the work available.

21.2 Adjustments in working hours will be made for officers and trustees and stewards to attend regular scheduled general membership Union meetings.

ARTICLE 22 SHIFT PREFERENCE

22.1 Shift preference will be granted on the basis of seniority within the classification. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made. Shift changes will only be allowed in the event of vacancy or newly created positions.

classification, or to a previously held classification or to lesser classifications for which the employee is qualified with no unreasonable loss of efficiency providing the bumping employee has more Job Bid Seniority.

ARTICLE 25 RECALL PROCEDURE

25.1 When the working force is increased after lay-off, employees will be recalled according to seniority, as defined in Article 17.3.1. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee is notified to report to work immediately and fails to report for work within fifteen (15) calendar days from date of mailing of notice of recall he/she shall be considered a quit. If an employee is notified to report to work more than fifteen (15) calendar days from the date of mailing, he/she must report to work on the date specified or be considered a quit, subject to Article 19.1.4 Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his/her seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at the last known address by registered or certified mail. Employees on layoff must report immediately any changes in their residential address or phone number by written notice to the City Manager.

ARTICLE 26 TEMPORARY TRANSFERS

26.1 Where the City determines to temporarily fill a vacancy in a department created by the vacation, illness, or leave of any employee, the City must first offer the temporary promotion to the most senior employee in the department who meets the requirements for such job. The department head shall verbally ask the senior employee in the department if he/she wishes to take a temporary promotion to the higher classification. If the senior employee declines the position, the vacant position shall be offered to the next senior employee in the department who meets the requirements for such job and so on. Resulting temporary vacancies caused by temporary promotion within the department shall likewise be offered to employees in the department who meet job requirements.

26.2 Any temporary vacancy remaining after compliance with Article 26.1 may be filled by the City for a period of up to thirty (30) calendar days by transfer of a person in the same classification from another City department. After thirty (30) calendar days, the temporary vacancy shall be posted citywide.

26.2.1 In the case of leaves of absence for salaried positions only, the City may fill the temporary vacancy caused by the leave by means of a temporary employee, after compliance with Article 26.1.

bargaining unit, under these conditions, will retain all seniority rights for benefits. Once the employee returns to the unit he/she shall be credited for all job bid seniority previously accrued within the unit and will start to re-accrue job bid seniority from the first day back.

ARTICLE 28 TRANSFERS

28.1 Upon determining to fill a vacancy there will be a seven (7) calendar day posting. The posting will be placed on the bulletin boards by the time clocks in each department/building by the department head.

The request by management shall be in written form indicating the classification, and the department in which the vacancy exists and have a place on the form for the employee to indicate acceptance or rejection. A copy of the posting will be given to the union.

If a test is required it shall be conducted within 30 calendar days unless a problem develops and the union shall be notified.

In the case of a job transfer and the senior employee is on vacation, the job may be filled temporarily until the senior person returns to work and has a chance to respond.

The accepting employee shall be placed in the vacated position within 14 calendar days, Employees declining the transfer shall be removed from the eligibility list until the next posting. If all employees decline the position. the city may repost or hire from the outside.

28.2 Testing for classifications requiring written examinations shall be limited to employees who sign the posting and meet the requirements as specified in Article 31. An employee who passes a written examination for transfer to an open position in a certain classification but who is not transferred shall not be required to retake the examination for a period of ten (10) years from the date of the original examination unless the job duties or job description significantly change in which case Article 12 shall apply. Employees shall be eligible for the vacant position if they have signed the most recent posting for said position.

28.3 The employee assuming the vacated position shall be given a six (6) month probationary period unless the employee has previously held the position in which case the employee will be given a six (6) week probation. Evaluations shall be provided the employee every two (2) months. Within the employee's probationary period, if an employee chooses for any reason, to

temporary transfer capacity the employer will comply with Article 28.6 (Transfers).

ARTICLE 30 VOLUNTARY DEMOTIONS

30.1 An employee who takes a demotion to a position he/she has previously held will have a two (2) week trial period during which time the employee will have the right to return to the position held prior to the demotion.

30.2 An employee who takes a demotion to a position he/she has not previously held will serve a three (3) month probation period during which time the employee will have the right to return to the position held prior to the demotion.

30.3 All employees taking demotions will be paid at the same pay step as the employee's previous position.

ARTICLE 31 CLASSIFICATION AND REQUIREMENTS FOR PROMOTIONS

31.1 SALARY

CLASSIFICATIONS	REQUIREMENTS
Account Clerk 1	Written, Performance
Account Clerk 2	Performance
Administrative Aide 1	Performance
Administrative Aide 2	Performance
Assessor's Aide 1	State Certification 1 Performance
Assessor's Aide 2	State Certification 2 Performance
Asst. Bldg. Maint. Eng.	2 Years Skilled Tradesperson Performance
Bldg. Inspector	Journeyman Card, Performance
Cashier	Written, Performance
Chief Clerk (Bldg.)	Performance
Civil Engineer	Written, Performance
Clerk (Library)	Entry, Performance
Clerk 1 (Library)	Entry, 35 WPM, Performance
Clerk 1	Entry, 35 WPM, Performance
Clerk 2	Entry, 35 WPM, Performance
Clerk 3	Entry, Performance
Clerk Steno	Written, Performance
Construction Inspector	Written, Performance
Data Entry Operator	Written, Performance
DPW Administrative Aide 1	Performance
Election Clerk	Written, Performance
Electrical Inspector	Journeyman Card, Performance
Engineering Aide 1	Written, Performance
Engineering Aide 2	2 years Engineering Aide 1,

31.2 HOURLY

CLASSIFICATIONS	REQUIREMENTS
Animal Control Officer	Performance
Auto Mechanic**	Performance, 4 Certificates
Auto Mechanic Leader	2 Years Mechanic, Performance
Auto Mechanic Welder**	Performance, 4 Certificates
CLASSIFICATIONS	REQUIREMENTS
Building Custodian 1	Performance, Entry
Building Custodian 2	Performance, Entry
Clerk-Bookmobile Driver	Performance, Entry
Custodial Worker	Performance, Entry
Dispatcher (DPW)	Performance
Grounds Maintenance Person 1	Performance
Irrigation & Turf grass Operator	Bench Test, Performance
Laborer 1	Performance, Entry
Laborer 2	Performance, Entry
Laborer 3	Performance
Maintenance Person 1 (Arena)	Performance, Entry
Maintenance Person 2 (Arena)	Bench Test, Performance
Meter Reader	Performance
Police Pound Attendant	Performance
Sign Technician	Performance
Sign Technician Trainee	Performance
Special Equipment Operator (DPW)	Performance
Special Equipment Operator (Water)	2 Years Water Crew, Performance
Tree Trimmer 1	Performance
Tree Trimmer 2	1 Year tree Trimmer 1, Performance
Water Maintenance & Installation	Performance
Water Serviceperson	2 Years Water Department Performance

Further requirements may be necessary. Please read job specification postings.

Seniority prevails in establishing eligibility list of qualified employees meeting job specification requirements.

** Within two (2) years of appointment four (4) state certifications shall be required of any employee in this classification. After two (2) years on the job, the employee's hourly rate shall be frozen until four (4) certifications are obtained. Employees holding these positions on 1/1/89 shall not be affected by this provision.

31.2.1 The performance examination shall refer to on the job performance during the probationary period to show ability to operate equipment. Any bench test which is given shall be job related and uniformly applied to all members of the bargaining

32.4 LEAVE FOR UNION BUSINESS

32.4.1 Conferences and Conventions: Officers and delegates of the Local will be allowed to attend educational conferences, conventions and/or official Union functions that take place during working hours without loss of time or pay. Date of hire seniority and job bid seniority will accrue.

32.4.2 Such time off with pay shall be limited to eighty (80) hours a year, accumulative to 160 in two (2) years, with forty (40) additional hours in the years when delegates are sent to the International Convention. Said forty (40) hours shall not be accumulative. Any additional time off will be allowed without pay upon notification to the City Manager by the Local President.

32.4.3 Elected Office: An employee with seniority who is elected or temporarily appointed to an elective office with the Union (Council 25 or AFSCME International), upon written request of the President of the Local Union, may be granted a leave of absence without pay for a period of time of up to two (2) years or the term for which he/she is elected or appointed, whichever is less. Date of hire seniority and job bid seniority will not accrue.

32.4.4 Selected Office: An employee with seniority who is selected for regular or temporary employment with the Union (Council 25 or AFSCME International), upon written request of the President of the Local, may be granted a leave of absence without pay for up to two (2) years. Date of hire seniority and job bid seniority will not accrue.

ARTICLE 33 REINSTATEMENT OF VETERANS LAWS/MILITARY RESERVE LEAVE

33.1 The re-employment rights of Employees and probationary Employees will be governed by applicable laws and regulations. Date of hire seniority and job bid seniority will accrue.

33.2 A probationary Employee who enters the Armed Forces must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus one hundred eighty (180) days. Date of hire seniority and job bid seniority will accrue during this leave of absence.

33.3 Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid a maximum of one (1) week's pay when they are engaged in normal Reserve Training periods, provided that proof of service is submitted. If required to serve more than one (1) week, the Employer shall grant the Employee any additional time required with loss of pay or shall allow the Employee to use compensatory or vacation time. Date of hire seniority and job bid seniority will accrue during Military Reserve Leave.

ARTICLE 36 SICK LEAVE

36.1 Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. Sick leave may not be used by new hires until completion of their six (6) month probation.

36.2 Each employee shall accumulate two and a quarter (2 1/4) sick days each quarter. These sick days shall be accumulative up to a maximum of thirty (30) days. If at the end of any calendar year, an employee has more than thirty (30) days they shall be paid at their current rate of pay for all days over thirty (30), as soon as possible after the beginning of the next calendar year.

36.3 Serious illness of spouse, child, step child, wards and parents of employee or spouse will warrant use of paid time off earned by Employee.

36.4 Sick time may be figured on an hourly basis, allowing employees to deduct sick time by the hour.

36.5 In order to receive credit for a month's employment the employee must be credited with a minimum of ten (10) working days on employee's payroll records.

36.6 While in a temporary promotion an employee shall be paid promotional rate while on sick leave.

36.7 Any sick days accumulated subsequent to July 1, 1976, shall be paid one hundred percent (100%) to the employee on his/her termination from the City for any reason.

36.8 All unused sick leave days accumulated prior to June 30, 1976 shall be paid upon the Employee's retirement, or to his/her estate in case of death. For computation of payment for unused sick leave days, a maximum of two hundred (200) days shall be used. Unused sick leave days within the two hundred (200) limit will be paid one hundred percent (100%) on retirement or to his/her estate in case of death. Fifty percent (50%) of unused sick leave days shall be paid in cash to an Employee upon separation from service. The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

36.9 PERSONAL BUSINESS DAYS

36.9.1 Effective January 1, 1996 three (3) personal business leave days. Two (2) of the above days are not from sick leave and one (1) from sick leave, can be used for personal business. Any employee wishing to take a personal business day,

DENTAL INSURANCE

37.2.1 The City shall pay dental insurance coverage, the full cost of the present group dental insurance with whom the employee and the employee's family are enrolled. Or the City, at its discretion, may provide another policy with equal or better coverage than presently received. There will be no pre-existing coverage limitations when transferring policies.

The benefit year is January 1, through December 31. New employees are covered effective the first of the month following a thirty (30) day waiting period. Enrollment terminates on the last day of the month in which the employee ceases employment.

Coverage extends to all full-time AFSCME 1015 employees and their legal spouse, and dependent children to the end of the calendar year in which they attain the age of 19 or unmarried dependent children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the Dental Care Certificate. Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under the separate contracts.

Benefits and Percentage Coverage

Class I - Basic Dental	80%
Class II - Prosthodontics	80%
Class III - Orthodontic	50%

The maximum contract benefit is \$1,000 per person total per benefit year on Class I and Class II benefits. Payment for Class III benefits shall not exceed a lifetime maximum of \$1,000 per eligible person.

There is no deductible.

The plan predetermination amount is \$200.

LIFE INSURANCE

37.3.1 The Employer shall provide a \$40,000 term life insurance with accidental death and disability.

OPTICAL INSURANCE

The City will provide optical coverage to all employees and their families in the bargaining unit. Coverage shall be provided by BC/BS by riders VCA-80 and FLVS-A. VCA-80 provides for vision testing examinations every 24 months with \$5.00 copayment at participating providers. Regular lenses or contact lenses with a \$7.50 copayment for the approved amount. FLVS-A amends the 24

38.1.5. The City agrees to pay the cost for SelectCare up to the PPO rates with the employee paying the premium difference between the BCBS and SelectCare for the program described in 38.4. commencing November, 1993.

38.1.2 This coverage shall be extended for a period of three (3) months to all seniority and probationary employees who are on an extended leave of absence under Article 32.3.1 and have exhausted all S & A benefits, vacation and sick time.

38.1.3 At the expiration of the three (3) month period the employee will then be allowed to pay the entire monthly premium equal to that of the SelectCare premium to the City in order to remain on the group policy for an additional nine (9) months. The full premium must be paid at the cashier's office no later than the tenth (10th) of the month preceding the benefit month for which the premium is due. Failure to meet the payment requirements will result in the employee being removed from the policy without possibility of reinstatement unless returned to a full time position.

38.1.4 Hospital-Medical coverage provided to members of the bargaining unit under the expired contract through Blue Cross/Blue Shield shall, during the term of this Agreement, be self-funded by the City and administered by an administrative outside independent services organization.

38.1.5 Effective November 1993, the Blue Cross Blue Shield Preferred Provider Organizations (PPO) shall be implemented. The riders covered include comprehensive medical, D45NM, OPC, CC, MVFII, ML, DC, COB-3, MCC-PD, SATII, SOT-PE, GLE-1, CNM, PREFERRED PRESCRIPTION CERTIFICATE (\$5.00 Deductible), PD-MAC, MASTER MEDICAL, TRUST 15, PLUS 15, MMC-POV, HMN, BMT, PAPS, RAPS 2, XTMJ, MCCXTMJ, PBT, MMCXTMJ, MCC-PTB, VST, FAE-RC. In addition to this, employees may participate in mail order prescription with a \$5.00 co-pay. The coverage remains equal to or greater than the current BC/BS. There are no pre-existing condition limitations when transferring policies.

38.1.6 Any member of the bargaining unit who is denied coverage by the administrative services organization for any specific incident and coverage would have been provided under Blue Cross/Blue Shield may file a grievance under the grievance procedure of the collective bargaining agreement. Any dispute with the administrative services organization over an unpaid medical or hospital bill shall be paid for by the City until the dispute is resolved through the arbitration procedure. For purposes of this provision only, the streamlined arbitration procedure of the American Arbitration Association shall be followed.

38.3 PLAN SELECTION

38.3.1 Transfers to either health care plan will be made available to employees on a voluntary basis once a year. Rates will be posted by the city the first week of October.

38.2 The SelectCare policy will include present medical coverage excluding an optical plan.

38.3 The employer agrees to establish a payroll deduction program for SelectCare premiums. Employees may participate in a flexible benefit program to the extent that it provides for health care premiums to be paid with pre-tax dollars as permitted under federal tax laws.

38.4 Health Insurance Allowance

38.4.1 Each employee who chooses not to join Employer sponsored health care plans, and whose spouse has coverage provided, shall be paid one thousand (\$1,000) dollars each year for every year that the spouse has coverage. Payments will be made annually, in November with the longevity payment, to each employee who elects to accept the allowance for the current calendar year January through December.

38.4.2 Employees shall be required to show proof that a spouse has health care coverage that includes the employee and their eligible dependents before said employee will be declared eligible to receive the insurance allowance.

38.4.3 Employees whose spouse's health care plan ceases to cover the employee and their dependents must re-enroll in an Employer sponsored health care plan subject to the appropriate health insurance carrier's implementation. Employees who re-enroll under this plan agree to re-imburse the employer for the months of November and December.

38.4.4 Retirees are not eligible to participate in the health insurance allowance program

ARTICLE 39 SHIFT DIFFERENTIAL PAY

39.1 A regular full-time employee who shall be required to work other than the usual schedule (Monday through Friday) shall be entitled to a shift differential pay in the amount of seven percent (7%) of the regular pay for such work.

39.2 Regular library employees who work other than a scheduled Monday through Friday work week and/or work other than between the hours of 7:00 a.m. and 5:00 p.m., shall receive a pay differential in the amount of three and one-half percent (3 1/2%) of their regular pay rate.

ARTICLE 41 WORKING HOURS

41.1 WORKING HOURS-SALARY

41.1.1 The regular full working day for all salaried employees shall consist of seven and one-half (7 1/2) hours per day. All salaried employees shall be entitled to a one (1) hour lunch period in addition to the seven and one-half (7 1/2) hour work day.

41.1.2 Employees shall have a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.

41.1.3 For the purpose of defining shift differential only, the first shift is any shift that regularly starts on or after 4:00 a.m., but before noon. The second shift is any shift that regularly starts on or after 12:00 noon, but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. Employees shall be eligible for the shift differential provided herein if they are assigned to a shift for at least one (1) working day. The starting time of any shift shall not be changed without first meeting with two (2) designated union representatives in a conference at least one (1) week before said shift change is scheduled to go into effect. A shift shall be considered a regular shift if its duration is at least seven (7) calendar days.

41.1.4 All unused compensatory time accumulated prior to ratification shall be paid the employee at the existing rate upon his/her retirement, or separation from service, or to his/her estate in case of death. At the employee's option, an employee may also request a payment for any accumulated compensatory time according to the following schedule:

<u>AMOUNT OF ACCUMULATED TIME</u>	<u>% OF ANNUAL WITHDRAWAL</u>
May, 1990	Up to 50% of the total accumulation
May, 1991	Balance of amount remaining or up to 50% of total amount available on April 30, 1991, whichever is less.

Request for payment to the City Manager's office shall be made during the first week of May in each year. Payment shall be during the month of August. Requests based upon severe financial hardship may be made at any time and shall be granted or denied by the City Manager at his discretion. Nothing herein shall be construed to deny any employee the right to utilize compensatory time in the manner in which it has been used in the past.

ARTICLE 44 HOLIDAY PROVISIONS

44.1 Paid Holidays shall be as follows:

New Year's Eve Day	Armistice Day (Veterans Day)
New Year's Day	Thanksgiving Day
Washington's Birthday	Friday After Thanksgiving (Effective November, 1991)
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Anniversary Date Of Hire

Any Holidays declared by the City Council shall be included.

44.2 Employees whose birthday falls on February 29th shall be entitled to February 28th off in years other than Leap Year. When an employee's birthday falls on a holiday, the employee may take any day in that week off.

44.3 An employee may use any day of the week in which their birthday or anniversary falls after pre-arrangement with their supervisor. With approval of their supervisor, the two (2) days may be taken at any time within the calendar year.

44.4 When any holiday falls on a Saturday, employees shall have the preceding Friday off. Friday will be considered the holiday. When any holiday falls on a Sunday, employees shall have the following Monday off. Monday will be considered the holiday. Christmas and New Year's being double holidays will be agreed on yearly.

44.5 Employees in a temporary promotional position shall be paid the rate for the promotional position for all holidays.

44.6 All employees will receive holiday pay provided they work the day before and the day after the holiday or are excused from work because of illness, vacation, personal leave or compensatory time off. Failure to call in or properly notify the employer regarding an absence on the day before or after the holiday shall result in the denial of holiday pay. When such an absence is because of illness, medical proof may be required. The employee will be provided ample time to provide such proof without loss of working hours or pay.

44.7 Library personnel may, at the City's option be scheduled to take the Wednesday before Thanksgiving or the Monday after Thanksgiving as their holiday in lieu of the Friday after Thanksgiving. For these personnel, the Friday after Thanksgiving shall be considered a regular work day.

ARTICLE 46 PAY ADVANCE

46.1 If a regular payday falls during an employee's vacation he/she shall notify his/her supervisor in writing fifteen (15) days before leaving to request the Payroll Department to issue the check in advance.

ARTICLE 47 OVERTIME AND EQUALIZATION OF OVERTIME

47.1.1 All employees shall be paid overtime as stipulated in this Agreement. Overtime is defined as any hours worked outside of a regular shift, or on any day other than a regularly scheduled day. Saturday, Sunday and Holidays are not regularly scheduled days unless specified for certain positions in which a shift differential is paid yearly.

47.1.2 Regular overtime or scheduled overtime is any time worked other than a regular shift or day which is not emergency overtime as defined below. Employees refusing regular overtime or scheduled overtime will be charged actual hours paid. Employees working regular overtime or scheduled overtime will be charged actual hours paid, all stand-bys included. However, if an employee accepts regular or scheduled overtime and fails to work said overtime, that employee shall be charged with double red time hours paid. Shift extensions necessary to complete a job or project that would leave a hazardous condition or jeopardize equipment or materials if not completed, shall be considered as emergency overtime as defined below.

47.1.3 Emergency overtime is time worked outside of the regularly scheduled shift or day caused by an unforeseen or unanticipated condition (i.e., wind storms, broken water mains, riots, floods, blocked sewers or drains, snow, rain, hail storms, salting) where an employee may be required to work beyond his/her regular shift or day, or be called back into work. Those refusing or unavailable for emergency overtime shall be charged actual hours paid of those working. An employee called for emergency duty in addition to regular hours shall receive not less than four (4) hours pay. The employee shall receive premium time for the time actually worked and, if the employee does not work four (4) hours, he/she shall receive straight time for the remaining time to a minimum of four (4) hours. This minimum shall not apply to an employee called out for emergencies while under an established stand-by pay arrangement who shall receive a minimum of two (2) hours pay.

47.2 Overtime hours shall be divided as equally as possible among employees in the same classification in their department. The employee will be allowed a period of two (2) weeks after each posting to protest the current figures. The two (2) weeks will be extended for an employee on an excused absence.

classification, training (including voluntary training), the opinion of the employee's immediate supervisor, etc.

47.5.4 The out of department overtime list shall contain the employee's name and call in will be by seniority until the first overtime hours are recorded. Each department will keep an overtime list of each employee qualified to work in said department. Only the hours worked in the department will be listed. No "Red Hours" are maintained. Call in will be by seniority until the first overtime hours are recorded. Employees will complete work reports as required.

47.6 The out of department overtime shall be maintained up-to date as the departmental overtime is maintained. All employees are eligible for out of department overtime except those on a leave of absence, S&A or worker's compensation.

47.7 Stand-by persons on duty shall not be eligible for call outside their regular department.

47.8 Any employee required to work emergency overtime which is expected to exceed two (2) hours immediately following a regular full day shall be permitted time off without pay for the purpose of eating a meal if the employee desires and if conditions of the emergency permit. Any employee required to work four (4) hours of overtime following a regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating provided the employee will be required to return for additional overtime. A similar one-half (1/2) hour off with pay shall be granted for each four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply only to emergency overtime work following regular working hours, and shall not apply when an employee is required to work not more than an eight (8) hours shift at overtime rates because such work is done on a day other than the employees usual work day.

47.9 Supervision shall determine if an employee has worked sufficient hours after a regular shift to be sent home. However, under no circumstances shall an employee be sent home during a regularly scheduled shift without a minimum of four (4) hours pay, from the time the employee was sent home up to a maximum of eight (8) hours for the day. During an emergency an employee need only be called in once in a twenty-four (24) hour period providing they have been contacted or reported in the first time. If an employee is sent home because of an anticipated emergency and has not worked any overtime, twelve (12) hours previous to the regular shift, he/she shall be paid for the full regular shift. If an employee is called in a second time he/she shall not be charged red hours if the employee does not report in.

47.10 Employees on stand-by time by request of a supervisor shall be compensated at the rate of \$15.00 per day, \$30.00 for

47.12 Employees on personal sick leave will not be called for overtime or charged in red for overtime until they return to work. No call in is considered personal sick leave for this section only. Sick leave taken for family members will not be called for overtime or charged in red until they return to work.

47.13 An employee who is on a personal holiday, i.e. birthday, anniversary date of hire, or compensatory time shall not be called in for overtime nor charged red time until the employee's next regularly scheduled shift. If the personal holiday is scheduled for Friday the employee shall not be called nor charged during the weekend period. However, an employee whose personal holiday is scheduled on Monday shall be called and charged during the weekend period consistent with the provisions of this Article.

47.14 An employee whose vacation commences on Monday shall not be called in nor charged during the weekend preceding the vacation once he/she has punched out. Employees will be called on the day preceding the vacation if the vacation begins on Tuesday through Friday of the work week. When an employee has a vacation scheduled around a holiday, the employee will be considered not eligible for overtime from their last scheduled day of work until they return to work after the leave.

47.15 An employee off on a business day will not be called in and no red time will be charged until his/her starting time the next day.

47.16 A funeral leave shall be treated the same as a business day - stand-by included - for this Article only.

ARTICLE 48 AMBULANCE SERVICE

48.1 The parties agree that the practice of "free" ambulance service will end. All ambulance services billing will be subject to submission to the insurance provider. There will be no co-payment required except for meeting the Master Medical deductible.

ARTICLE 49 SAFETY COMMITTEE

49.1 A Safety Committee is hereby established consisting of two (2) representatives of the Employer and two (2) representatives of the bargaining unit appointed by the Executive Board. The Safety Committee shall meet quarterly and upon request should a serious unsafe condition develop. These meetings shall be during regular daytime working hours for the purpose of making recommendations to the Employer.

49.2 The Employer shall insure that the work place and all equipment used by employees during the course of their work is maximized for safety. Unsafe conditions or equipment shall be

ARTICLE 55 TEMPORARY & SEASONAL EMPLOYEES

Periods of Employment by Departments

DPW (Streets)April 1 to November 15

PARKS & RECREATION

Parks Laborer.....April 1 to November 15

Ice Rinks.....December 1 to March 31

Summer Program.....May 15 to Labor Day

Clerical.....11,700 annual hours

Civic Arena Laborer.....220 hours per week (2 Maintenance employees

160 hours per week (1 Maintenance employee

WATER DEPT

Laborers.....June 1 to August 31

Meter Readers.....June 1 to August 31

Clerical.....June 1 to August 31

FINANCE DEPARTMENT

Cashier.....June 15 to Sept. 15
December 1 to March 1

LIBRARY

The City may hire up to two hundred hours per week of part-time staff working an individual schedule of not more than 25 hours per week. No part-time employees shall work in any library classification where the number of bargaining unit personnel in that classification is less than stated below. All part-time employees working under this provision shall be laid off prior to layoffs of any salaried employees within the City who are members of the bargaining unit.

<u>Classification</u>	<u>Number of Bargaining Unit Personnel</u>
Librarian II	4
Library Account Clerk	1
Library Aide II	2
Library Aide I	4

and greasemen) Sewer Division and Water Department (tap gang) shall be furnished laundered uniforms.

57.3 Optional laundered uniforms shall be furnished for Water Department Servicemen.

57.4 Street Sweepers shall be furnished laundered uniforms during the period in which this work is required.

57.5 A jacket may be purchased every three (3) years in exchange for other clothing.

57.6 Work shoes or other work related clothing may be purchased each fall in lieu of the fall issue of uniforms. The employee shall provide his/her supervisor with a receipt for said purchase and shall be reimbursed by the City up to the amount expended by the City for the purchase of the two (2) sets of uniforms.

57.8 Effective January 1996 all Library and City Hall AFSCME employees will receive \$100 lump sum payment for expenses associated with the renovation of the two buildings excluding the employees who receive a uniform allowance.

ARTICLE 58 PENSION

58.1 The City shall contribute the percentage needed to keep the pension fund solvent. All permanent full time union employees will be eligible for a pension when requirements set forth in this article are met.

58.2 Requirements to receive a full pension:

58.2.1 Retirement at age fifty-five (55) with twenty-five (25) years or more credited service, computed at 2 percent (2.0%) of Final Average Compensation times years of credited service. Effective July 1, 1986, retirement at age fifty (50) with twenty-five (25) years or more credited service, computed at 2 percent (2.0%) of Final Average Compensation times years of credited service.

58.2.2 For all retirements effective 7/1/93, the pension multiplier is changed from 2% of FAC to 2.25% of FAC capped at 75%. However, employees currently exceeding the 75% will be frozen at the higher percentage that is in effect on December 31, 1993. This further modifies all subsequent paragraphs to include the multiplier change.

58.2.2.1 For all retirements effective 3/1/96, the pension multiplier is changed from 2.25% of FAC to 2.50% of FAC capped at 75%. However, employees currently exceeding the 75% will be frozen at the higher percentage that is in effect on December

retirement contributions in the pension system when he/she terminates employment with the City to be eligible for a pension as spelled above.

58.3 EMPLOYEES ELIGIBLE FOR A PENSION:

58.3.1 With the elimination of the maximum hiring age of fifty-five (55) years of age, all permanent full time employees in the Union or out of the Union that are hired at the age of sixty (60) years and one (1) day or thereafter will not acquire the ten (10) years credited service needed to receive a pension (as spelled out in Article 58.2.2).

58.3.2 Only time spent as a permanent employee will be credited as service toward a pension.

58.4 Employees shall receive interest on their accumulated Pension Fund money, and shall receive a statement each year as to the amount accumulated. Once a year the Pension Board shall set the interest rate, which shall be no less than three percent (3%) nor more than six percent (6%).

58.5 FINAL AVERAGE COMPENSATION:

58.5.1 In computing an employee's Final Average Compensation for pension computation purposes, the highest 5 years out of the last ten years which need not be consecutive will be used.

58.5.2 All retirees qualifying for a pension under this Article shall receive a minimum of at least one hundred and fifty dollars (\$150.00) per month unless the retiree is receiving a pension from two (2) different governmental agencies in accordance with Public Act 88, The Reciprocal Retirement Act.

58.5.3 Retirees shall receive Optical Coverage as provided in Article 37.4.

58.5.4 Retirees shall be provided Hospitalization and Medicare as provided in Article 38.

58.6 RETIREMENT PENSION OPTIONS:

58.6.1 OPTION A: Joint and Survivor Pension

Prior to the date of an employee's retirement but not thereafter, a retiree may elect to receive the actuarial equivalent of his/her straight life pension in a reduced pension payable throughout life. Upon the death of retiree, his/her reduced pension shall be continued throughout the life of and paid to a beneficiary having an insurable interest in his/her life, as he/she shall have nominated by written designation duly executed

provided that no more than one member trustee shall be from any one department.

ARTICLE 59 RATIFICATION

59.1 The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification.

ARTICLE 60 TERMINATION AND MODIFICATION

60.1 This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1999.

60.2 If either party desires to terminate this Agreement, such party shall at least one hundred twenty (120) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least one hundred twenty (120) days written notice prior to the current year's termination date.

60.3 If either party desires to modify or change this Agreement, it shall at least one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. IF NOTICE OF AMENDMENT HAS BEEN GIVEN IN ACCORDANCE WITH THIS PARAGRAPH, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY ON TEN (10) DAY'S WRITTEN NOTICE OF TERMINATION. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

60.4 Notice of Termination or Modification, notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to the Local Union President and Secretary, and to the Employer, addressed to the City Manager, City Hall, St. Clair Shores, Michigan, or to any such address as the Union or the Employer may make available to each other.

60.5 During negotiations, all benefits will remain in effect.

ARTICLE 61 SAVINGS CLAUSE

61.1 If any Article or Section of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements

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

FOR THE UNION:

Vincent Cusmano
Vincent Cusmano
President

Jeanne Little
Jeanne Little
Vice-President

Eleanor M. Gunn
Eleanor M. Gunn
Secretary

Kenneth E. Dildine
Kenneth E. Dildine
Treasurer

Diane M. DeYonker
Diane M. DeYonker
Chief Steward - Salary

Sean Houtekier
Sean Houtekier
Chief Steward - Hourly

Patricia Rybak
Patricia Rybak
Executive Board Member at Large

Lloyd Stage
Lloyd Stage
Staff Representative
AFSCME Council 25

FOR THE CITY:

Mark Wollenweber
Mark Wollenweber
City Manager

Jack L. Fields
Jack L. Fields
City Clerk

AFSCME PAY GRADES - APPENDIX C

<u>Pay Grade</u>	<u>Classification</u>
1	Library Clerk Library Clerk I Clerk 1 Clerk 2
2	Clerk-Steno Election Clerk Acct. Clerk 1 Cashier Clerk 3 Library Aide 1 Data Entry Operator
3	Custodial Worker Laborer 1 Custodian 1 Bookmobile Driver Laborer 2 Maint. person 1 - Arena Custodian 2
4 4A 4B	Sr. Clerk 1 Secretary Acct. Clerk 2 Laborer 3 Tree Trimmer 1 Sign Tech Trainee Grounds Maint. 1 Water Maint. & Installer Civilian Fire Dispatcher Library Acct. Clerk (see note) Library Aide 2 (see note)
5	Water Serviceperson Meter Reader
6	Payroll Clerk 1 Rehab Tech. Tree Trimmer 2 Maint. Person 2 - Arena Sign Tech.
7	Payroll Clerk 2 D.P.W. Dispatcher Irrig. Sys/Turf Eqpp. Operator Animal Control Officer Sr. Clerk 2

- * Within two years of appointment, four state certifications shall be required of any employee in this classification. After two years on the job, the employee's hourly rate shall be frozen until four certifications are obtained. Employees holding these positions on 1/1/89 shall not be affected by this provision.

- * Article 31 - other job requirements in civil service job description will also apply.

July 1995 - 3% (first pay)
July 1996 - 3% (first pay)
July 1997 - wage re-opener (first pay)
July 1998 - wage re-opener (first pay)

Letter of Understanding
between the
City of St. Clair Shores
and
AFSCME Local 1015

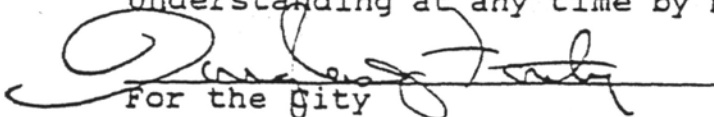
The parties having a collective bargaining agreement in effect do hereby provide for the creation of a full-time temporary Clerk/Steno position funded from the federal community development block grant program. The position shall be incorporated under the AFSCME agreement with wages, benefits and other conditions of employment as set forth in the agreement except as provided in this letter of understanding.

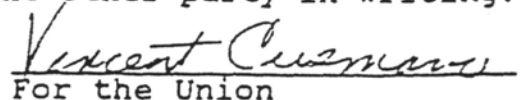
The position shall first be posted for Local 1015 employees. All candidates must meet the minimum requirements of a Clerk/Steno upon appointment. If the candidate is a transfer within the city, the successful candidate will move to Senior Clerk within one year of appointment to the department provided they have at least one year of service as a Clerk/Steno. If the person does not have this requirement then they must continue as a Clerk/Steno until they have a year of Clerk/Steno experience then one additional year within the department. If an employee in pay grade 4 is the successful bidder on the job, they will remain in pay grade 4. A new hire must have two years of service in the department as a Clerk/Steno prior to moving to Senior Clerk.

The parties agree that this is a singular appointment funded through limited federal funds that may be reduced or terminated at any time and as such when the position is eliminated said layoff of the employee shall not cause Article 24 section 3,4 and 5 (Layoff) to be invoked. If regular full-time employees are hired after this appointment said employee shall have bumping rights as set forth in the collective bargaining agreement and the principle of last-in first laid-off shall be followed and Article 24 shall not be invoked.

It is agreed by both parties that the city will continue funding of the position through the fiscal year in which notification of the end of federal funds.

Either party may request a review of this Letter of Understanding at any time by notifying the other party in writing.


For the City


For the Union

2-28-96
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

The City of St. Clair Shores and AFSCME Local 1015, parties to a collective bargaining unit, hereby agree to resolve outstanding grievances and other current issues concerning Tom Ross in the following manner.

The employee, Tom Ross, will be changed from pay grade 7 to 10, effective first pay in May, 1995.

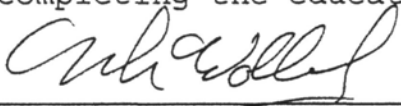
The employee, Tom Ross, will be referred to as a "crew leader."

The employee, Tom Ross, will not be eligible for a temporary wage upgrade unless the golf course superintendent is absent for five or more consecutive days as determined by the golf course manager.

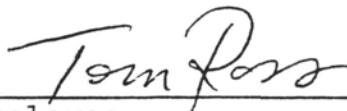
The employee, Tom Ross, will commence immediately to re-obtain his Pesticide Application Certification and keep current. In addition, he will successfully complete job related educational courses with a minimum of three (3) continuing education units (CEU) annually, or equivalent. All courses shall be approved by the golf course manager or superintendent.

If the employee fails to maintain this agreed upon program, he will revert back to pay grade 7.

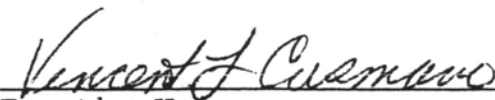
When the current employee, Tom Ross, vacates the position, it will revert to a pay grade 7 and move to pay grade 10 after completing the education requirements.



For the City



Employee



For the Union

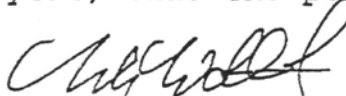
3-7-96
Date

3-7-96

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015


Pursuant to the agreement between the City of St. Clair Shores and AFSCME Local 1015, the position of Code Enforcement Officer now classified as Administrative Aide I and paid at level 10 will now be paid at Level 11 retro back to the first pay in January, 1996.

It is understood that after successful completion of the Code Enforcement Officer Certification Program, expected later this year, that the position will be paid at Level 12.



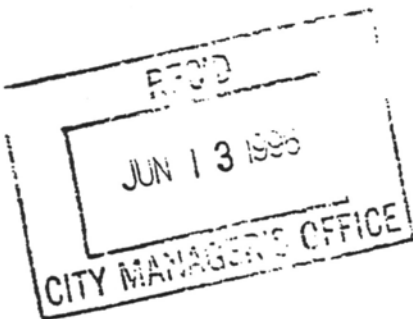
For the City

6-11-96
Date



For the Union

6-12-96
Date



LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

The parties having a contract effective for the period from 7/1/95 to 6/30/99 hereby provide for the resolution of the following grievance.

Mike Colaluca will be assigned the position of Utility Worker at AFSCME pay grade 4 (\$14,31 hr.) as identified in the attached job description effective 6/3/96.

Grievance #96-05 are withdrawn without prejudice.

Douglas J. Kelly
For The City
10-11-96
Date

Vincent J. Cresmano
For The Union
Michael A. Colaluca
Grievant

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

The parties having a contract effective for the period from 7/1/95 to 6/30/99 hereby provide for the creation of pay grades 13, 14 and 15 effective the first pay period approved by both parties.

Pay Grade 13

a	\$19.00	Certified Code Enforcement Officer
b	18.43	
c	17.88	

Pay Grade 14

a	\$20.00	Librarian II
b	19.40	(two years as a Librarian I)
c	18.82	

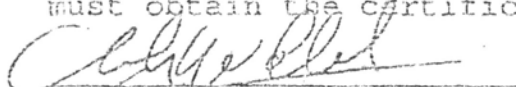
Pay Grade 15

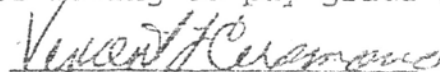
a	\$21.00	Electrical Inspector
b	20.37	
c	19.76	

The Librarian I will be reclassified pay grade 10. A Librarian must complete 3 CEU's every three years as approved by the Library Director.

A Maintenance Person I will be upgraded to Maintenance Person II when they have completed 30 semester hours of specific employer approved job related coursework. The individual will be enrolled in an approved course of study related to the arena to obtain an employer approved associates degree.

If a person accepts the position of Code Enforcement Officer and they are not certified, they will be assigned pay grade 11 and must obtain the certification before moving to pay grade 13.


For the City

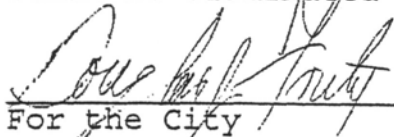

For the Union

10-17-96
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

The parties having a contract effective for the period from 7/1/95 to 6/30/99 hereby provide for two part-time clerks in CDI.

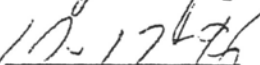
Each clerk shall not work more than 25 hours per week. The part-time clerks working under this provision shall be laid off prior to layoffs of any salaried employees within the city who are bargaining unit members. In addition to this, if an AFSCME clerical position is eliminated in CDI, the two part-time clerical positions shall be eliminated first.



For the City



For the Union



Date

CITY OF ST. CLAIR SHORES

AND

AFSCME LOCAL 1015

The parties having a contract effective for the period from 7/1/95 to 6/30/99 hereby provide for resolving grievance 96-20.

Full-time AFSCME employees will be provided an opportunity to learn new election computer software before each Federal election so as to be eligible for overtime in the Clerk's Office.

Grievance 96-20 is withdrawn without prejudice.


For the City


For the Union

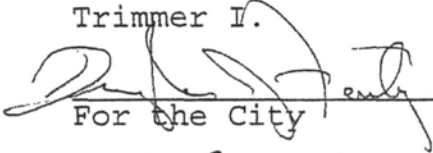
1-2-97
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

The parties having a contract effective for the period from 7/1/95 to 6/30/99 hereby provide for the reclassification of the pay of the Animal Control Officer.

It is agreed to change the pay grade seven to pay grade eight effective the first pay ending after this letter of understanding is signed by both parties.

Sean Houtekier agrees to withdraw his petition for Tree Trimmer I.



For the City



For the Union

1-7-97
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

Pursuant to the agreement between the City of St. Clair Shores and AFSCME Local 1015 for the period from 7/1/95 to 6/30/99, the qualifications for the position of Special Equipment Operator for the Sewer Division are as follows:

- A. Proof of current backhoe experience
- B. Within six months must acquire:
 - 1. Commercial Driver's License A or B with a "N" tanker endorsement
 - 2. Completion of a Hazardous Materials Training Course
 - 3. Completion of a Confined Space Entry Course
 - 4. Completion of an Excavation Competency Course
- C. Within six months must be able to perform:
 - 1. Performance test of sewer jet
 - 2. Performance test of jet-vac
 - 3. Performance test of backhoe during a sewer excavation

If all Section C performance items are not attainable in six months (due to backhoe duties taking precedence), the employee will be given additional time to utilize and test on the sewer jet and jet-vac equipment

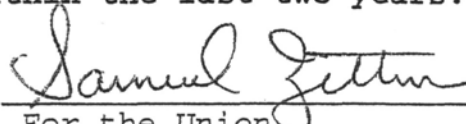
Once the special equipment operator for the Sewer Division is filled permanently, any job openings will require having worked in the Sewer Division within the last two years.



For the City

5/12/97

Date



For the Union

5-10-97

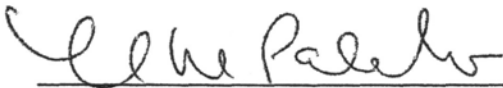
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015

Pursuant to the agreement between the City of St. Clair Shores and AFSCME Local 1015 for the period from 7/1/95 to 6/30/99, due to the fact that the departments requesting temporaries are currently at full strength, AFSCME Local 1015 agrees to allow the City to have two temporaries in the Sewer Department and one temporary in the Motor Pool April 1 - November 15, 1997.

In addition Local 1015 agrees to one temporary clerical position (37-1/2 hrs. per week) at the Police Department June 1, 1997 to June 30, 1998.

If any of these departments go below their current level of permanent employees, the temporaries must be eliminated.



For the City

5/12/97

Date



For the Union

5-12-97

Date

**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AFSCME LOCAL 1015**

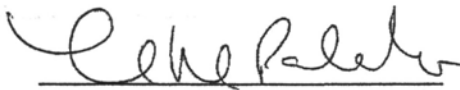
The parties, having a contract effective 7/1/95 to 6/30/99, hereby provide for resolving grievance SA817-1015-96, Local Ref #96-19.

Whereas, on October 11, 1996, Rosanne Minne filed grievance SA817-1015-96, Local Ref #96-19 regarding the filling of the Engineering Aide I position.

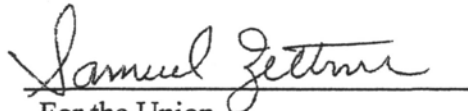
Whereas, an arbitration has been scheduled for May 13, 1997 regarding the above referenced grievance.

Whereas, both parties desire that this matter be resolved in an amicable fashion by mutually agreeing upon the following items:

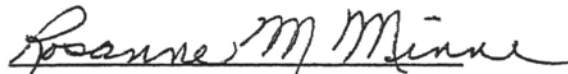
1. The Union and grievant agree to dismiss grievance SA817-1015-96, Local Ref #96-19 with prejudice.
2. It is agreed that the grievant will be placed in the Rehab Tech position, at the top step of pay grade 6, effective May 13, 1997.
3. It is agreed that the grievant will not serve a probationary period as a Rehab Tech.
4. It is agreed that the grievant; for the period of October 11, 1996 through May 12, 1997, will receive one-half the difference between her wage as a Sr. Clerk I and her new wage as a Rehab Tech.
5. The City admits no wrong doing, liability, or contract violation in the above referenced case.
6. It is agreed that the settlement will not constitute precedent for any future grievance.
7. It is agreed that the Union and City will split the cost of the Arbitrator's cancellation fee.



For the City
5/12/97
Date



For the Union
5-12-97
Date



Grievant
5-12-97
Date



LOCAL 1015

St. Clair Shores, MI 48081

DATE: 5/7/97

TO: Linda Paladino, ACM/PD

FROM: Samuel Zettner, Local 1015 President

SUBJECT: Temporary employees

It is the decision of the executive board to allow Mr. Hubler, Water Superintendent to hire four (4) temporary employees 15 days earlier than the current working agreement stipulates. Please understand, a total of four (4) employees for the duration of the hiring season is as many as this local will allow.

Please be advised that this is a one time only situation and should this situation arise again it must be negotiated again.

cc: D. Hubler, Water Superintendent
file

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. CLAIR SHORES
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 1015 AND COUNCIL NO. 25

In accordance with Appendix C Wage Re-Opener effective July, 1997 (first pay), a 3% wage increase will be in effect for the members of the St. Clair Shores' American Federation of State, County and Municipal Employees.

AFSCME

Samuel Zettner
Samuel Zettner, President

John Chastain
John Chastain

Eleanor M. Gunn
Eleanor Gunn

Jeanne Little
Jeanne Little

Patricia Rybak
Patricia Rybak

Patrick Vendittelli
Patrick Vendittelli

Joseph Zerilli
Joseph Zerilli

7/15/97
Date

City of St. Clair Shores

Mark Wollenweber
Mark Wollenweber, City Manager

Jack L. Fields
Jack L. Fields, City Clerk

7/15/97
Date

**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 1015 AND COUNCIL NO. 25**

Effective July 1, 1997, current members of the bargaining unit shall be permitted to purchase up to four (4) years of pension service credit with the City for active-duty military service to the United States Government rendered prior to employment with the City. Purchased service would be used to meet eligibility requirements (age and service) and would also be used in benefit calculations. Members exercising this option will have to retire within a four (4) month window period; prior to November 1, 1997.

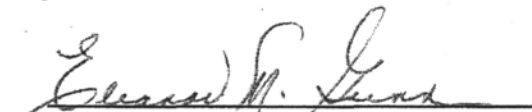
Member contributions for the purchased service will be 4% times full time compensation for the fiscal year in which payment is made, multiplied by the years of service the member elects to purchase, up to the maximum. Members may be permitted to use accumulated sick and/or vacation time to purchase service credit.

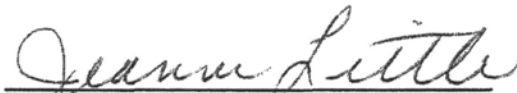
AFSCME



Samuel Zettner, President

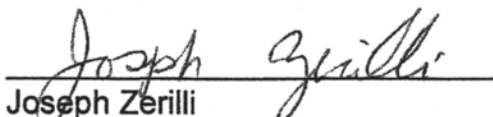

John Chastain


Eleanor Gunn


Jeanne Little

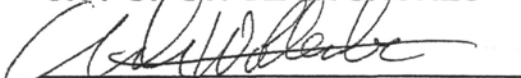

Patricia Rybak


Patrick Vendittelli

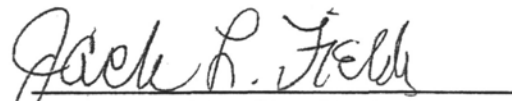

Joseph Zerilli

7/15/97
Date

CITY OF ST. CLAIR SHORES



Mark Wollenweber, City Manager

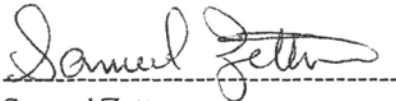

Jack L. Fields, City Clerk

7/15/97
Date

**LETTER OF UNDERSTANDING BETWEEN
AFSCME LOCAL 1015
AND
THE CITY OF ST. CLAIR SHORES**

In an effort to help the City to properly run the Fire Department's new Advanced Life Support (ALS) area of service, the Union agrees to allow one temporary clerical position, to work 37 and a half hours per week, beginning immediately and to end June 30, 1998. If the position becomes permanent, it is expected that it become a part of AFSCME. If the number of permanent AFSCME employees falls below its current level, the temporary clerical position will be eliminated.

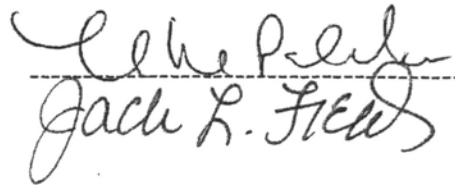
For the Union



Samuel Zettner
Local 1015 President

Date 10-1-97

For the City



Date 10/01/97

LETTER OF UNDERSTANDING BETWEEN
AFSCME LOCAL 1015
AND
THE CITY OF ST. CLAIR SHORES

The Union and the City of St. Clair Shores agree to modify Article 47.2.1 and Article 47.4 of the current Contract (dated 7-1-95 to 6-30-99).

According to Article 47.2.1 of the current working agreement, employees working overtime in departments other than their own, should be charged all hours paid. The intention is to charge the employee working out of his department, for time worked on the out of department overtime list. The employee will only be charged on their own departments overtime list when working overtime in their own department. An employee will not be charged on both lists.

Regarding Article 47.4, language is added to include as part of DPW streets, signs, sewers, motor pool, and parks.

This letter of understanding has been written to clear up the intent of the language now in the contract.

For the Union

For the City

Samuel Zettner 10/01/97

Samuel Zettner
Local 1015 President

Jack L. News 10/01/97

Date

AFSCME PAY GRADES

06/29/97

LIBRARY 3.5%

6	MAINT PERSON II - ARENA	15.21	100%			
	PAYROLL CLERK I	14.76	97%			
	SIGN TECHNICIAN	14.30	94%			
	TREE TRIMMER II					
	REHAB TECH					
	AFSCME (W)					
7	DPW DISPATCHER	15.48	100%			
	IRRIG SYS/TURF EQP OPER	15.02	97%			
	PAYROLL CLERK II	14.55	94%			
	SENIOR CLERK II					
	SENIOR TAX CLERK II					
8	ADMIN AIDE I	15.87	100%			
	ANIMAL CONTROL OFFICER	15.40	97%			
	AUTO MECHANIC	14.92	94%			
	AUTO MECHANIC WELDER					
	ASSESSOR'S AIDE I					
	SPEC EQUIP OPER - DPW & WATER					
9	AUTO MECHANIC LEADER	16.28	100%			
	CONSTRUCTION INSPECTOR	15.80	97%			
	ENGINEERING AIDE I	15.31	94%			
	SKILLED TRADES TRAINEE					
10	ADMIN AIDE II	17.15	100%	17.15 +	0.60 =	17.75
	ASSESSOR AIDE II	16.64	97%	16.64 +	0.58 =	17.22
	CHIEF BUILDING CLERK	16.12	94%	16.12 +	0.56 =	16.68
	CREW LEADER/GOLF					
	ENGINEERING AIDE II					
	LIBRARIAN I					
	SKILLED TRADESPERSON					
	SR. ACCOUNTANT					
	SR. PROGRAM ANALYST					
	TECH AIDE					
11	ASST BLDG MAINT ENGINEER	17.62	100%			
	CODE ENFORCEMENT OFFICER	17.09	97%			
	(NOT CERTIFIED)	16.57	94%			
	SR. CONSTR INSPECTOR					

AFSCME PAY GRADES

06/29/97

LIBRARY 3.5%

12 SKILLED TRADES LEADER	18.22	100%			
	17.67	97%			
	17.13	94%			
13 CODE ENFORCEMENT OFFICER (CERTIFIED)	19.57	100%			
	18.98	97%			
	18.40	94%			
14 LIBRARIAN II (2 YRS AS A LIBRARIAN I)	20.60	100%	20.60 +	0.72 =	21.32
	19.98	97%	19.98 +	0.70 =	20.68
	19.36	94%	19.36 +	0.68 =	20.04
15 ELECTRICAL INSPECTOR	21.63	100%			
	20.98	97%			
	20.33	94%			

**LETTER OF UNDERSTANDING
BETWEEN THE CITY OF ST. CLAIR SHORES
AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL UNION NO. 1015 AND COUNCIL NO. 25**

REIMBURSEMENT ACCOUNTS

The parties hereby agree that effective May 1, 1998, the members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal law or regulation.

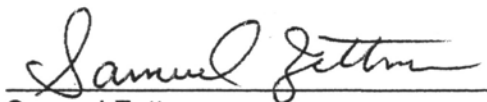
CASH IN LIEU OF BENEFITS

The parties further agree that effective May 1, 1998, each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand Dollars (\$1,000.00) annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the personnel director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1 of such calendar year, combined with other special pay items. For the first shortened year of implementation (1998), the insurance allowance will be a prorated amount of Six Hundred and Sixty-Seven Dollars (\$667.00). Any insurance allowance paid will count towards final average compensation.

In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must reenroll in a City-sponsored health care plan. The City will endeavor to reenroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.

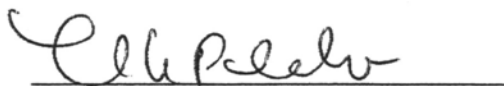
Retirees are not eligible to participate in the health insurance allowance program.

AFSCME UNION

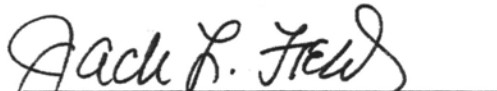


Samuel Zettner
President

CITY OF ST. CLAIR SHORES



Linda K. Paladino
Assistant City Manager/Personnel Director



Jack L. Fields
City Clerk

3-10-98

Date

Letter of Understanding

between the

City Of St. Clair Shores

and


AFSCME Local 1015

The parties having a collective bargaining agreement in effect do hereby provide for the creation of a second temporary Sidewalk Inspector position. Both temporary Sidewalk Inspector positions will be in effect until Friday, November 28, 1997 (the end of the pay period). As of this date, both temporary Sidewalk Inspector positions will be terminated for this construction season.

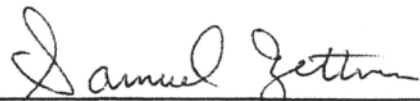
The City commits to filling the full-time Engineering Aide I position. Interviews were conducted, and the position was filled on December 1, 1997.

The City commits that the full-time Electrical Inspector position, which includes some part-time code enforcement duties, is not intended to replace the full-time Code Enforcement Officer position.

Either party may request a review of this Letter of Understanding at any time by notifying the other party in writing.



For the City



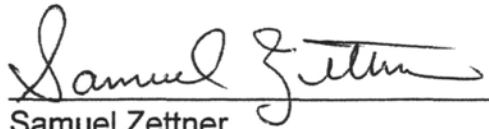
For the Union

12 - 4 - 97
Date

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. CLAIR SHORES
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 1015 AND COUNCIL NO. 25

In accordance with Appendix C Wage Re-Opener effective the first pay ending after all parties have signed this Letter of Understanding, a 2.75% wage increase will be in effect for the members of the St. Clair Shores' American Federation of State, County and Municipal Employees. The parties to this agreement further agree a one-time lump-sum of \$250.00 in lieu of retroactive pay for the members of this Union will be paid on Thursday, September 10, 1998.

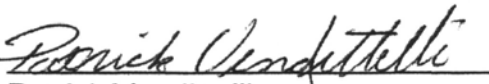
AFSCME



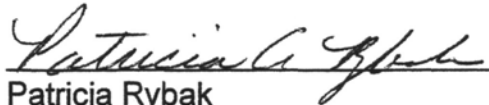
Samuel Zettner
President



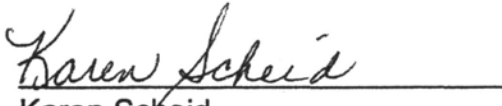
Jeanne Little



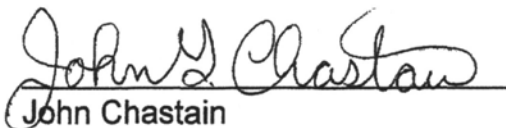
Patrick Vendittelli



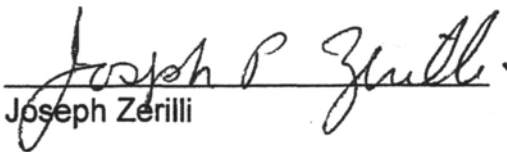
Patricia Rybak



Karen Scheid



John Chastain



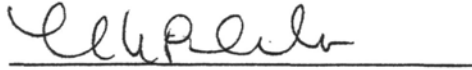
Joseph Zerilli

9/09/98
Date

City of St. Clair Shores



Mark Wollenweber
City Manager



Linda K. Paladino
Assistant City Manager/Personnel Director

9/09/98
Date

AFSCME PAY GRADES

06/28/98

.0275

LIBRARY 3.5%

			LIBRARY 3.5%		
1	CLERK I (PHONE OPERATOR)	13.86	100%	13.86 + 0.49 =	14.35
	CLERK II	13.45	97%	13.45 + 0.47 =	13.92
	LIBRARY CLERK	13.03	94%	13.03 + 0.46 =	13.49
	LIBRARY CLERK I				
2	ACCOUNT CLERK I	14.41	100%	14.41 + 0.50 =	14.91
	CASHIER	13.97	97%	13.97 + 0.49 =	14.46
	CLERK-STENO (SEE 4)	13.54	94%	13.54 + 0.47 =	14.01
	CLERK III				
	DATA ENTRY OPERATOR				
	LIBRARY AIDE I				
3	LABORER I	14.75	100%		
	LABORER II	14.31	97%		
	MAINT PERSON I - ARENA	13.87	94%		
4	ACCOUNT CLERK II	15.15	100%		
	ELECTION CLERK	14.69	97%		
	GROUND MAINTENANCE I	14.23	94%		
	LABORER III				
	SECRETARY				
	SENIOR CLERK I				
	SIGN TECH TRAINEE				
	TREE TRIMMER I				
	UTILITY WORKER				
	WATER MAINT & INSTALLER				
	CLERK STENO (AFTER 2 YEARS)				
4A	DISPATCHER/CLERK	15.19	100%		
		14.73	97%		
		14.27	94%		
4B	LIBRARY ACCOUNT CLERK	15.28	100%	15.28 + 0.53 =	15.81
	LIBRARY AIDE II	14.83	97%	14.83 + 0.52 =	15.35
		14.36	94%	14.36 + 0.50 =	14.86
5	WATER SERVICEPERSON	15.41	100%		
	METER READER	14.95	97%		
		14.49	94%		
6	MAINT PERSON II - ARENA	15.63	100%		
	PAYROLL CLERK I	15.17	97%		
	SIGN TECHNICIAN	14.69	94%		
	TREE TRIMMER II				
	REHAB TECH				

94% TO START
 97% @ 6 MONTHS
 100% @ 1 YEAR

AFSCME1

INITIATION FEE \$10

AFSCME PAY GRADES

06/28/98

.0275

LIBRARY 3.5%

7	DPW DISPATCHER	15.91	100%			
	IRRIG SYS/TURF EQP OPER	15.43	97%			
	PAYROLL CLERK II	14.95	94%			
	SENIOR CLERK II					
	SENIOR TAX CLERK II					
8	ADMIN AIDE I	16.31	100%			
	ANIMAL CONTROL OFFICER	15.82	97%			
	AUTO MECHANIC	15.33	94%			
	AUTO MECHANIC WELDER					
	ASSESSOR'S AIDE I					
	SPEC EQUIP OPER - DPW & WATER					
9	AUTO MECHANIC LEADER	16.73	100%			
	CONSTRUCTION INSPECTOR	16.23	97%			
	ENGINEERING AIDE I	15.73	94%			
	SKILLED TRADES TRAINEE					
10	ADMIN AIDE II	17.62	100%	17.62 + 0.62 =		18.24
	ASSESSOR AIDE II	17.10	97%	17.10 + 0.60 =		17.70
	CHIEF BUILDING CLERK	16.56	94%	16.56 + 0.58 =		17.14
	CREW LEADER/GOLF					
	ENGINEERING AIDE II					
	LIBRARIAN I					
	SKILLED TRADESPERSON					
	SR. ACCOUNTANT					
	SR. PROGRAM ANALYST					
	TECH AIDE					
11	ASST BLDG MAINT ENGINEER	18.10	100%			
	CODE ENFORCEMENT OFFICER	17.56	97%			
	(NOT CERTIFIED)	17.03	94%			
	SR. CONSTR INSPECTOR					
REHAB COORDINATOR						
12	SKILLED TRADES LEADER	18.72	100%			
		18.16	97%			
		17.60	94%			
13	CODE ENFORCEMENT OFFICER	20.11	100%			
	(CERTIFIED)	19.50	97%			
		18.91	94%			
14	LIBRARIAN II	21.17	100%	21.17 + 0.74 =		21.91
	(2 YRS AS A LIBRARIAN I)	20.53	97%	20.53 + 0.72 =		21.25
		19.89	94%	19.89 + 0.70 =		20.59
15	ELECTRICAL INSPECTOR/	22.22	100%			
	CODE ENFORCEMENT OFFICER	21.56	97%			
		20.89	94%			