

3852

6/30/99

CONTRACT

CITY OF ST CLAIR SHORES

AND

**ST CLAIR SHORES PROFESSIONAL EMPLOYEES ASSOCIATION
UAW LOCAL 412, UNIT 44**

JULY 1, 1995 - JUNE 30, 1999

St. Clair Shores, City of

1910

TABLE OF CONTENTS

Article 1	
Purpose and Intent	1
Article 2	
Recognition	1
Article 3	
Aid to Other Associations/Unions	2
Article 4	
Union Security	2
Article 5	
Check Off and Remittance of Dues and Fees	3
Article 6	
Union Rights Clause	4
Article 7	
UAW V-CAP	4
Article 8	
Management Rights	5
Article 9	
Discipline and Discharge	6
Article 10	
Grievance Procedure	6
Article 11	
Sub-Contracting	9
Article 12	
Supplemental Agreements	9
Article 13	
New Positions	10
Article 14	
Promotions	10

Article 15	
Residency	10
Article 16	
Special Conferences	10
Article 17	
Bulletin Boards	11
Article 18	
Worker's Compensation	11
Article 19	
Leaves of Absence	11
Article 20	
Savings Clause	12
Article 21	
Temporary Employees	13
Article 22	
Disabled Employees	13
Article 23	
Salary and Evaluation	13
Article 24	
Sick Time and Disability	14
Article 25	
Sickness and Accident Plan	14
Article 26	
Group Term Life Insurance	14
Article 27	
Overtime	15
Article 28	
Medical Coverage	15
Article 29	
Dental Insurance	17

Article 30	
Longevity	18
Article 31	
Vacations	18
Article 32	
Personal Business	19
Article 33	
Funeral Leave	19
Article 34	
Public Official Insurance	20
Article 35	
Holiday Provisions	20
Article 36	
Pension	21
Article 37	
Uniforms	22
Article 38	
Temporary Upgrades	22
Article 39	
Layoff	22
Article 40	
Waiver	22
Article 41	
Ratification	23
Article 42	
Termination and Modification	23
Schedule "A"	25
Appendix A	26
Letter of Understanding	27

CITY OF ST. CLAIR SHORES
and
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES ASSOCIATION
UAW, CONTRACT

7/1/95 - 6/30/99

Article 1
PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the People of the City of St. Clair Shores.

1.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Association/Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

Article 2
RECOGNITION

2.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association/Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all permanent employees of the Employer included in the following:

- Parks & Recreation Director
- Library Director
- Planning Director
- Management Information Systems Director
- Building Maintenance Engineer
- Chief Building Official
- Public Works Superintendent
- Water Superintendent
- Assistant Water Superintendent
- Golf Course Superintendent
- Assistant Golf Course Superintendent
- Golf Course Manager
- Office Manager
- Deputy Finance Director - Computers
- Personal Property Examiner/Real Property Appraiser

Deputy Assessor
Deputy Parks & Recreation Director
Deputy Clerk
Engineering Assistant
Supervisors
Assistant Library Director
Museum Curator/Archivist
Department Head Secretary/Administrative Assistant
Assistant Community Services Director II
Assistant Community Services Director I
Buildings and Grounds Director
Assistant DPW Superintendent
Public Information Officer

Article 3

AID TO OTHER ASSOCIATIONS/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 Association/Union.

Article 4

UNION SECURITY

4.1 Employees covered by this Agreement at the time it becomes effective and who are members of the Association/Union at that time shall be required, as a condition of continued employment, to continue membership in the Association/Union or pay a representation fee to the Association/Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. The representation fee shall not be in excess of the amount of the cost of collective bargaining negotiations, contract administration and grievance and arbitration administration.

4.2 Employees covered by this Agreement who are not members of the Association/Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Association/Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

4.3 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association/Union or pay a representation fee to the Association/Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

4.4 Failure of an employee to complete the "Authorization for Check Off of Dues" form shall result in the Employer automatically deducting dues from the employee's

paycheck in compliance with Public Act 604, MCLA 408.477.

- 4.5 No employee shall be terminated under this Article except as provided below:
- I. The Association/Union has first notified the Employer in writing that the employee has elected not to join the Association/Union.
 - II. Within ten (10) working days from the date the Association/Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
 - A. Notify the employee of the provisions of this Agreement.
 - B. Obtain the employee's response, and
 - C. Notify the Association/Union of the employee's response.
 - III. In the event the employee has neither joined the Association/Union nor signed the "Authorization for Representation Fee Deduction" form after the above, the Association/Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail return receipt requested.
 - IV. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is compliance, the employee will be terminated not later than the end of the next pay period.
 - V. The employee shall then be terminated unless the employee can produce evidence of compliance.

Article 5

CHECK OFF AND REMITTANCE OF DUES AND FEES

5.1 During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, representation fees and/or any other fees levied in accordance with the Constitution of and By-Laws of the Association/Union and the terms of this Agreement, from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" form. Such dues and/or fees must be tendered by payroll deduction.

5.2 Deduction for any calendar month shall be remitted to the Financial Secretary/Treasurer of UAW Local 412, 2005 Tobsal Court, Warren, Michigan 48091, with a list of names of all employees from who deductions have been made no later than fifteen (15) days following the month in which the deduction was made.

5.3 The Employer agrees to provide this service without charge to the Union.

5.4 The Employer shall advise the UAW Local 412 of all new unit hires each sixty (60) days.

5.5 The Employer shall not be liable to the Association/Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

5.6 The Association/Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with the Article on Union Security and this Article.

Article 6 UNION RIGHTS CLAUSE

6.1 Authorized representatives of the Association/Union shall be permitted to visit the operation of the Employer during working hours to talk with the Chairperson or his designated representative and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

6.2 The Association/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. Any other records of the City pertaining to a specific grievance, may be examined by the Association/Union at the discretion of the Employer.

6.3 Any alleged violation of the Union Rights Clause will be subject to the Grievance Procedure.

Article 7 UAW V-CAP

7.1 During the life of this Agreement, the Employer agrees to deduct from the wages of each employee voluntary contributions to the UAW V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form provided, however, that the Employer will cease to deduct the voluntary contributions to UAW V-CAP from the wages of any employee for whom it receives written revocation of the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form.

7.2 Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

7.3 A properly executed copy of the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to the employees whose authorizations have heretobefore been delivered. Deductions shall be made thereafter, pursuant to the terms of the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

7.4 Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first union dues period in the first month following receipt of the check off authorization card and shall continue until the check off authorization is revoked in writing.

7.5 The Employer agrees to remit said deductions promptly to the UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish V-CAP with a copy of each employee's "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form. The Employer further agrees to furnish UAW V-CAP with a list of employee's names and deductions. This information shall be furnished along with each remittance.

7.6 The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Article 8 MANAGEMENT RIGHTS

8.1 Exclusive Rights

The City reserves the exclusive rights to manage its business in all of its phases and details. This right includes, but is not limited to, the right to determine the size and composition of the working forces; to direct, control and assign employees in the discharge of their duties; to hire, suspend or discharge; to apportion the working force; to create or abolish positions; to control the City's property and operation; and to carry out all other functions of management. In the exercise of these rights the City shall be bound by the applicable provisions, if any, of this Agreement.

8.2 Legal Responsibilities

The City in this Agreement does not relinquish any of its rights, responsibilities and requirements provided under the laws of the City, the State of Michigan and the United States as a municipality and Employer. This Agreement does not and shall not circumvent any of the lawful rights, responsibilities and requirements of the City.

8.3 Layoffs

The City maintains the exclusive right to lay off personnel for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful.

8.4 City Manager's Authority

Certain subjects, such as equipment, job duties, work schedules and assignments and various similar management functions remain the authority of the City Manager to regulate to the extent provided by law and the terms of this Agreement.

Article 9
DISCIPLINE AND DISCHARGE

9.1 Job Performance

The Employer has the right to discipline or discharge an employee for unsatisfactory work performance as determined by the Employer. An employee will not be discharged for unsatisfactory work performance unless he or she is first notified in writing, by evaluation or otherwise, of his or her unsatisfactory performance and given a reasonable time to improve.

9.2 Immediate Discharge

Discipline or discharge other than that in Section 9.1 above shall be for just cause.

9.3 Notice and Procedure

The Employer agrees promptly upon the discipline or discharge of an employee to notify in writing the employee and Association/Union President or his/her designated representative of the discipline or discharge. The disciplined or discharged employee will be allowed to discuss his/her discipline or discharge with the Association/Union President or his designee. The Employer will make available an area where he/she may do so before the employee is required to leave the property of the Employer. The Employer or designated representative will discuss the discipline or discharge with the Association/Union President or his/her designated representative before the employee is required to leave the premises.

9.4 Investigation

The Employer may remove an employee from the work place prior to the imposition of discipline for reasons of conducting an investigation into alleged misconduct. If an employee is removed from the work place under this provision and no suspension or discharge is subsequently imposed upon the employee, he/she shall be compensated for all hours of work lost under the terms of this provision. If the employee is subsequently suspended or discharged after the procedure set forth above, the suspension or discharge may relate back to the time of the initial removal from the work place under this provision.

Article 10
GRIEVANCE PROCEDURE

- 10.1 DEFINITION: A grievance shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- 10.2 PROCEDURE: Grievances shall be presented exclusively and adjusted according to the following procedure:

10.3 STEP ONE - VERBAL

An employee and/or the Association/Union President shall discuss the grievance with the employee's immediate supervisor who is not a member of the bargaining unit in an effort to resolve the problem.

10.4 STEP TWO - WRITTEN

In the event Step One (1) does not resolve the grievance, a written grievance may be filed by the President or his designee with the employee's Department Head, if not an Association/Union member, within five (5) work days after the event giving rise to the grievance.

10.5 Within five (5) work days after receipt of the written grievance, the employee's Department Head, if not a Union member, shall communicate his/her decision, in writing, to the Association/Union President or designated representative. If the grievance is not answered by the Department Head within five (5) work days, the Association/Union may immediately proceed to the next step of the grievance procedure.

10.6 STEP THREE - AGENDA

Within five (5) work days after receiving a Step Two reply, if the employee or the Association/Union still is aggrieved, a written appeal may be made by the employee or the Association/Union to the City Manager or his designated representative. A meeting between a maximum of two (2) representatives of the Association/Union and one (1) representative of the International Union and the City Manager or designated representative will be arranged to discuss the grievance within five (5) work days after the grievance is submitted to the City. Within five (5) work days after the date of said meeting, the City Manager or designated representative shall communicate his decision in writing to the aggrieved party and the Association/Union. If the grievance is not answered by the City Manager within five (5) work days, the Association/Union may immediately proceed to the next step of the grievance procedure.

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

10.8 STEP FOUR - CIVIL SERVICE

If the grievance involves a financial claim equal to one (1) day's pay or less, the Association/Union may submit the grievance to the Civil Service Board for a final and binding decision. Arbitration shall not be available for any matter so submitted to the Civil Service Board. Further, any decision by the Civil Service Board shall not constitute a precedent in any future grievance. Finally, grievances involving management rights, matters of contract interpretation, and discipline or discharge shall not be proper subjects for Civil Service but must be presented through arbitration. Both sides may mutually agree in writing to take any other issue to the Civil Service Board whose decision shall be final and binding.

10.9 For matters submitted to Civil Service, the Civil Service Board shall meet as soon as possible, but no later than the fourth Thursday of the next month after notification by either party of a pending grievance. After the meeting in which a decision is reached, the Civil Service Board shall render a written decision with supporting reasons within three (3) regular scheduled work days to the Association/Union President and the City Manager.

10.10 STEP FIVE - ARBITRATION

If the City and the Association/Union are unable to resolve any grievance not subject to Civil Service, the grievance may be submitted to arbitration within thirty (30) calendar days after the decision of the previous step of the grievance procedure. The grievance shall be considered submitted to arbitration when a demand for arbitration and fees is filed with the Federal Mediation and Conciliation Services.

10.11 The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered.

10.12 The arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement. He shall be without authority whatsoever to grant any wage increase or decreases or to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.

10.13 The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City charter, the City cannot delegate, alienate or relinquish.

10.14 The decision of the arbitrator, if within the scope of his authority as set forth above, shall be final and binding.

10.15 No settlement in any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible as evidence in any future arbitration proceeding.

10.16 All claims for back wages shall be the amount of wages that the employee otherwise would have earned less any interim earnings.

10.17 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.

10.18 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.

10.19 Arbitration whenever possible shall be conducted at City Hall.

10.20 All arbitration hearings shall be governed by the rules of the American Arbitration Association. The parties may agree to use the current Expedited Labor Arbitration Rules established by the American Arbitration Association.

10.21 General Principles

A grievance may be withdrawn at any level of the grievance procedure without right of reinstatement.

10.22 The Association/Union President, or his/her designee, shall be allowed reasonable 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 employee's supervisor who is not a bargaining unit member will grant him/her permission to leave work for this purpose.

10.23 The Association/Union shall have the right to proceed to the next step of the grievance procedure, including where available arbitration, in the event a decision is not forthcoming within the time period set forth herein as if the grievance had been denied.

10.24 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 only by mutual agreement in writing. In the event that the Association/Union fails to appeal or demand arbitration within the time limits prescribed, the grievance shall be considered withdrawn on the basis of the last answer provided.

10.25 The primary purpose of the grievance 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.

Article 11

SUB-CONTRACTING

11.1 During the term of this Agreement the Employer shall be permitted to contract or sub-contract any public work covered under Civil Service job specifications performed by the employees unless such contracting or subcontracting shall cause a layoff or continuation of layoff of any permanent employees or substantial loss of any regular working hours for any permanent employees.

Article 12

SUPPLEMENTAL AGREEMENTS

12.1 All supplemental agreements between the City and the Association/Union which are tentatively entered into during the term of this Agreement shall be subject to the ratification vote of the bargaining unit membership and the approval of the City Manager. All supplemental agreements, when so approved, shall be typed out and placed under Appendix A and shall become a part of the Agreement during the term of the Agreement.

Article 13
NEW POSITIONS

13.1 For any supervisory positions created after the effective date of this Agreement the City will meet and discuss with the Association/Union as to job description and wage level.

Article 14
PROMOTIONS

14.1 Promotions within the Association/Union to vacancies the City intends to fill shall be filled where practicable by competitive examination conducted by the Civil Service Commission according to its rules. Such examinations shall be open or closed as the City deems appropriate. Qualified Association/Union members shall be eligible to compete for promotional vacancies filled by such examinations.

Article 15
RESIDENCY

15.1 Employees who live in the City on the effective date of this Agreement must continue to reside in the City to hold an administrative position. Employees appointed, transferred or hired into a position covered by this Agreement shall be required to obtain residence within the City of St. Clair Shores within one (1) year from date of appointment, hire or transfer. Employees currently residing outside the City of St. Clair Shores as of the effective date of this Agreement shall be permitted to continued residing outside the City of St. Clair Shores. Persons with ten (10) years of seniority with the City shall be allowed to live within a twenty-five (25) mile radius (within the U.S.) of the St. Clair Shores Municipal building upon approval of the City Manager, which approval shall not be unreasonably denied.

Article 16
SPECIAL CONFERENCES

16.1 Special conferences for important matters will be arranged between the Association/Union President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) but no more than three (3) representatives of the Association/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 Association/Union Representatives. The members of the Association/Union shall not lose time or pay for time spent in such special conferences. Conferences shall be held within fifteen (15) working days of the date of written request.

16.2 The Association/Union representative will be permitted reasonable time to meet at a place on City property immediately preceding a conference to confer with Association/Union Counsel.

16.3 At the request of the Association/Union President the International Representative may attend.

16.4 The Association/Union shall notify the City of its intent to have an International Representative present at the special conference. Said notice shall be provided at the time the conference is requested. The two (2) or three (3) person limitation shall not include the International Representative.

Article 17
BULLETIN BOARDS

17.1 Bulletin boards in each building may be used by the Association/Union for posting notices.

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

Article 18
WORKER'S COMPENSATION

18.1 Supervisory employees are covered under the Worker's Compensation Laws of Michigan. Employees cannot receive Worker's Compensation and full City compensation during the same time periods. All on-the-job injuries must be reported by the employee pursuant to state law.

18.2 An employee receiving Worker's Compensation benefits will receive in addition an amount to be paid by the Employer sufficient to make up eighty (80%) percent of his regular weekly income based on a regular work week. Full-time permanent employees and probationary employees who are unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave.

18.3 When an employee suffers a job incurred injury covered by Worker's Compensation during his/her probationary period, all seniority rights due the employee will accrue but the normal probationary period for work performance on the job shall be maintained.

18.4 If an employee is permanently disabled and receives a disability retirement, the City's payment of wages shall be discontinued.

Article 19
LEAVES OF ABSENCE

19.1 A leave of absence for reasonable periods as defined in this Article may be granted at the discretion of the City Manager by submitting a written request to the City Manager for his/her approval. Any employee commencing an approved leave may elect to be paid in a lump sum or biweekly on a continuous basis any vacation pay or compensatory time that has accrued. Any lump sum payment shall be limited to an amount equal to the leave time granted. Any leave which is granted shall be without loss of seniority existing when the date leave begins.

19.2 Educational Leave

Employees may be granted a leave of absence for a period of up to two (2) years in order to attend school full time. Seniority will not accrue during an education leave.

19.3 General Leaves

Personal leave may be granted up to six months. Seniority will not accrue.

19.4 Military Reserve Leave

Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid the difference between their military pay less travel allowance and their regular pay up to a maximum of two (2) weeks when they are engaged in normal Reserve Training periods, provided that proof of service and proof of payment is submitted. If required to serve more than two (2) weeks, the Employer shall grant the employee any additional time as leave without pay or may allow the employee to use accumulated compensatory or vacation time. Seniority will accrue during Military Reserve Leave.

19.5 Jury Duty

An employee who served on jury duty shall be paid the difference between their pay for jury duty and their regular pay. Proof of jury assignment and service shall be documented.

19.6 Conferences and Conventions

Officers and delegates of the Association/Union will be allowed to attend educational conferences, conventions and/or official Association/Union functions that take place during working hours without loss of time or pay. Seniority will accrue. Such time off with pay shall be limited to forty (40) hours a year, non-accumulative.

19.7 Family Leave Act

The City and Union agreed to incorporate the provisions of the Family Leave Act into this Agreement.

Article 20
SAVINGS CLAUSE

20.1 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 shall not be affected thereby, and the parties shall enter into collective bargaining negotiations forthwith for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Article 21
TEMPORARY EMPLOYEES

21.1 Successive temporary appointments of the same person to the same position will not total more than six (6) months except in cases of training, emergencies or extraordinary situations.

Article 22
DISABLED EMPLOYEES

22.1 The Employer shall make every effort to place employees who become permanently partially disabled on their present jobs, on available bargaining unit jobs which they are able to perform.

Article 23
SALARY AND EVALUATION

23.1 Annual performance evaluations will be conducted to determine each employee's effectiveness in certain job areas, including motivation, relating to others, planning and organization, results achieved, supervisory ability, communication skills and technical competence.

23.2 The City will select and provide forms to the employees for use in the evaluation process. New evaluation forms will be made available to the employees before they are put into effect.

23.3 The evaluation will rate each employee on an overall basis by a numerical or "point" rating. Each point received by the employee above a marginally effective rating will be credited to the employee's share of the merit pay salary pool. An employee will receive a share of the salary pool proportionate to his points in the pool to the total points of all unit employees in the pool. The size of the salary pool, if any, shall be the exclusive right of the City to determine.

23.4 Employees working in a higher position shall be paid the rate of the higher position after they fill the position for thirty (30) days or more.

23.5 Salaries shall be as set forth in Appendix A.

23.6 Effective with the salary changes on January 1, 1994, it is agreed that Sections 23.1 through 23.3 shall be revoked and all salary changes will be subject to the evaluation of the city manager. The city manager may approve in part or whole any salary change or deny it in total. It is agreed that an unsatisfactory evaluation which results in a denial of the regular salary increase is subject to the grievance procedure.

23.7 It is agreed upon by both parties, that there will be a wage reopener in July 1997 and July 1998.

Article 24
SICK TIME AND DISABILITY

24.1 Employees shall earn 3/4 day sick leave for each month of service credited on the first day of each month. Employees may take sick leave in one (1) hour increments for illness, injury, medical/dental appointments, or serious illness of spouse or children. The employee's immediate supervisor must be informed in advance when sick time is to be taken.

24.2 To the extent that the employee has not been off on sick leave during the previous calendar year, the employee may elect to receive payment up to five (5) sick days out of the employee's sick bank at his current rate of pay in the succeeding January. For each day off, one less day will be paid, and so on down to zero (0) from five (5) days. Any time remaining in the sick bank over sixty (60) days on December 31st after this adjustment shall be paid down to sixty (60) days at 80% of the employee's current hourly rate at the time of payment in January.

24.3 At retirement, accumulated sick leave shall be paid at 100% of the employee's hourly rate for the first sixty (60) days of sick leave. All sick leave in excess of sixty (60) days shall be paid at 80% of the employee's hourly rate.

Article 25
SICKNESS AND ACCIDENT PLAN

25.1 The City shall provide a Sickness and Accident Policy to cover sixty-five percent (65%) of wages for fifty-two (52) weeks after the first seven (7) continuous days of illness/injury. Employees must use their own time, with or without pay for the first seven (7) days, i.e., sick time first; if out of sick time, vacation time can be used in lieu of sick time. Beginning with the eighth (8) day, they will be paid sixty five percent (65%) of their gross pay for fifty two (52) weeks. On the job injuries shall be covered by Workers Compensation and the Sickness and Accident Policy shall not apply.

25.2 An employee may use his sick leave bank to supplement his income up to 2 hours per day. All benefits except sick leave and vacation leave credits shall continue in force while Sickness and Accident coverage exists. After coverage lapses employees may be eligible for an unpaid medical leave at the discretion of the City Manager. All benefits shall cease when Sickness and Accident coverage ends.

25.3 Employees shall be covered by a long-term disability plan to cover sixty-five percent (65%) of wages commencing on the fifty-third (53) week of illness/injury. Eligibility for benefits are subject to the terms and conditions of the policy.

Article 26
GROUP TERM LIFE INSURANCE

26.1 The City shall pay for the full cost of Group Term Life Insurance Coverage of \$50,000 for personnel covered by this Agreement.

Article 27
OVERTIME

27.1 Overtime shall be compensated only as follows:

The positions listed in this section shall receive ten (10) days pay in July of each year to compensate for overtime worked the preceding twelve (12) months:

DPW Superintendent
Water Superintendent
Golf Course Superintendent
Building Maintenance Engineer
Engineering Assistant
Assistant Community Development Director II
Assistant Community Development Director I
Buildings and Grounds Director

27.2 Extensive unforeseen overtime required by an emergency or extraordinary situation shall be paid to the positions listed in 27.1 (excluding Supervisors) up to a maximum of five (5) additional days as determined by the City.

27.3 The positions listed in this section shall be paid time and one half (1-1/2) (double time for Sundays and holidays) for all overtime worked where it is necessary to have a supervisor on the job during emergency situations outside of normal working hours:

Supervisors (All divisions and departments)
Department Head Secretary/Administrative Assistant
Assistant Golf Course Superintendent
Assistant Water Superintendent
Assistant DPW Superintendent

27.4 The positions listed in this section may be provided up to ten (10) days pay in July of each year for overtime situations as approved by the City Manager.

Deputy Finance Director - Computers
Deputy Parks and Recreation Director
Deputy Clerk
Office Manager
Deputy Assessor
Public Information Officer
Personal Property Examiner/Real Property Appraiser

Article 28
MEDICAL COVERAGE

28.1 Optical Insurance

The Employer will provide optical coverage to all employees and their families in the bargaining unit. Coverage shall be provided by BCBS riders VCA -80 and FLVS-A. VCA-

80 provides for vision testing examinations every 24 months with a \$5.00 co-payment at participating providers. Regular or contact lenses and frames every 24 months with a \$7.50 co-payment for the approved amount. FLVS-A amends the 24 months rule on regular lenses, frames and testing examination to every 12 months.

28.2 Hospitalization

The City agrees to pay the full cost or premium for hospitalization medical coverage for all employees in the bargaining unit and their families for the BCBS PPO as described in 28.6. The City agrees to pay the cost for SelectCare up to the PPO rates with the employee paying the premium difference between BCBS and SelectCare for the program described in 28.12 commencing November, 1993.

28.3 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 19.1 and have exhausted all S&A benefits, vacation and sick time.

28.4 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 (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 the possibility of reinstatement unless returned to a full-time position.

28.5 Hospital-medical coverage provided to members of the bargaining unit 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.

28.6 The Blue Cross Blue Shield Preferred Provider Organization (PPO) shall be implemented. The riders covered include medical, PSG, MVFII, PPNV-1, OPPC, CLC, SD, ASFP, APDBP, NC, CNP, MMCXTMJ, PTB, FAE-RC and VST. In addition to this, employees may participate in mail order prescriptions with a \$5.00 co-pay. Effective with the 1994-95 contract, the prescription co-pay shall be increased to \$5.00.

28.7 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.

28.8 The Employer agrees to pay the full cost of hospitalization for its retirees under the St. Clair Shores Employees Retirement System, from the earnings of the Retirement System. In addition, the Employer agrees to pay full cost of the hospitalization for spouse and dependents from City funds. Effective 6/30/99, pursuant to Public Act 28

of 1966, as amended (MCL 38.571 et seq.), it is hereby agreed that up to one half of the earnings by the pension reserve fund may be used for the payment of medical and hospital insurance costs for retirees and beneficiaries (retiree, spouse and eligible dependents) receiving benefits from the Retirement System for the fiscal year beginning 7/1/99. The use of said funds shall be in compliance with Article IX, Section 24 of the State of Michigan Constitution, and other applicable state and federal laws. Such amount shall be paid by the Retirement System directly to the City and shall be used solely for the payment of medical and hospital insurance for retirees and beneficiaries. Funding to the Retirement System shall continue to be in accordance with the State of Michigan Constitution and other applicable law. It is understood that the cost of hospitalization shall include the regular medicare expense for both employee and spouse.

28.9 Retirees shall receive the BCBS benefit (with full family coverage) as set forth in 28.6, however, without the PPO and MMCPOV rider.

28.10 The City shall assume the full cost of hospitalization insurance for the first full month of layoff of any member of the bargaining unit. For purposes of this provision, a full month of layoff shall be defined as one which begins on the first scheduled work day of any calendar month. The City shall assume seventy-five percent (75%) of the insurance premium based on SelectCare rates for the second full month of layoff and fifty percent (50%) based on SelectCare rates for the third month of layoff. Employee payment for any month to be received by the 10th of the month preceding the month for which payment is due. Failure to receive payment by the 10th of the month shall relieve the City of further obligation under this provision. Except as may be required by COBRA, the City shall have no obligation for continuing hospitalization insurance for the laid-off employee after the sixth month of layoff. However, provided said practice is permissible by the insurance carrier, the employee may continue his/her group hospitalization insurance through the twelfth (12th) month of layoff by paying the monthly premiums equal to that of the SelectCare premiums to the City by the 10th of the month preceding the month for which payment is due.

28.11 Self-Funded Plan

Transfers from the self-funded program to SelectCare will be made available to employees on a voluntary basis once a year.

28.12 SelectCare

The SelectCare policy will include present medical coverage as well as an Optical Plan. SelectCare also offers optical prescription and frame coverage to members not covered by the SelectCare medical policy. Coverage will be no less than now offered any employee who belongs to SelectCare. Transfers from SelectCare to self-funded plan will be made available to employees on a voluntary basis once a year.

Article 29

DENTAL INSURANCE

29.1 The City shall pay orthodontic 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 comparable or better coverage than

presently received. Coverage will be up to \$1,000.00 per person per calendar year with no deductible.

Class I	80%	Maximum \$1,000.00 per year
Class II	80%	Maximum \$1,000.00 per year
Class III	50%	Maximum \$1,000.00 lifetime per person under 19 years

Article 30
LONGEVITY

30.1 Longevity is an annual payment commencing after an employee has five (5) continuous years accumulated with the City. If an employee leaves the service of the City and later returns, it will be necessary to again accumulate five (5) continuous years before longevity will be paid. Longevity will be based on total years service in accordance with the schedule of this section.

30.2 Commencing on November 1, 1989 and each year thereafter on November 1, the annual longevity payment shall be paid to eligible members of the bargaining unit based on their anniversary date in the current calendar year but paid at the rate of compensation in effect on November 1st each year. Longevity checks will be issued no later than the first pay period of November.

30.3 All employees will be paid pro-rated longevity as determined by their employment date upon separation from City employment.

30.4 In order to receive credit for a month's employment, the employee must be credited with a minimum of ten (10) working days on his/her payroll record.

<u>LONGEVITY SCHEDULE</u>	<u>Current Employee's % Maximum</u>	<u>\$ Maximum</u>	<u>Employees Hired after 7/1/89</u>
Five Years	2% of base pay	\$ 800	1%
Ten Years	4% of base pay	1,600	2%
Fifteen Years	6% of base pay	2,400	3%
Twenty Years	8% of base pay	3,200	4%
Twenty-Five Years	10% of base pay	4,000	5%

Article 31
VACATIONS

31.1 Vacations are credited on the first day of each month according to the following schedule:

<u>Total Service Time</u>	<u>Earnings Per Year of Service</u>
Less than 5 years	10 days
Less than 10 years	15 days
Less than 15 years	20 days
More than 15 years	25 days

31.2 For employees entitled to thirty (30) days vacation under Administrative Regulation #4 as of December 31, 1988, there shall be no reduction in vacation for calendar year 1989. Effective January 1, 1990, these employees shall be limited to twenty-nine (29) days vacation and effective January 1, 1991, to twenty-eight (28) days vacation. All other employees shall be limited to a maximum vacation of twenty-five (25) days.

31.3 Credit for a year of service time is given when an Employee has completed the full year on his/her anniversary date of employment.

31.4 Vacation accrual is limited to two hundred forty (240) hours. Vacation accrual in excess of two hundred forty (240) hours on December 31 of each year shall be forfeited without payment. Upon termination vacation time shall be paid for all time in the Employee's vacation bank at 100% of the Employee's regular hourly rate. Vacation time accrued prior to the effective date of A.R. #4 may be retained.

31.5 Annually an employee may convert up to five (5) vacation days to cash (payment to be made in regular pay check).

Article 32 PERSONAL BUSINESS

32.1 Four (4) days may be used for personal business, (formerly two of these were named floating holidays). Any employee wishing to take a personal business day, must prearrange it with his or her immediate supervisor, before employee's scheduled shift of the day he or she wishes to use as personal business.

32.2 The aforementioned four (4) personal business days are allowed in a calendar year and these days are not accumulative. Personal business days shall not be used in conjunction with either paid holidays or vacation time. The employee shall not be permitted to take personal business days immediately prior or subsequent to a paid holiday, or their regular scheduled vacation periods. Exceptions shall be made for unusual circumstances, upon written request to the Supervisor.

Article 33 FUNERAL LEAVE

33.1 In the event of a death in the immediate family of the employee or spouse, employee shall be entitled to the next five days with regular pay (Saturday and Sunday to be included but without pay, unless a regularly scheduled work day), to arrange for or to attend the funeral and burial, or to take care of post-funeral business for all relatives listed below. Immediate family shall be deemed to be:

Children
Mother
Father
Brother
Sister

Step-children
Step-mother
Step-father
Step-brother
Step-sister

Grandparent
Grandchild
Mother-in-law

Step-grandparent
Step-grandchild
Father-in-law
Childred for which the employee or spouse
is a legal guardian

33.2 Employees shall be entitled to one (1) day with pay in the event of a death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, Great Grandparent and Great Grandchild of the employee and/or spouse.

33.3 There will be a travel day allowed for immediate family if the distance is over two hundred (200) miles one way.

33.4 In the case of death of immediate spouse and/or children (living in the home), seven (7) days will be allowed, of which five (5) will be paid. Additional paid time will be allowed upon the death of a spouse and/or child, such as sick time, vacation or compensatory time.

33.5 The funeral leave allowance shall not be deductible from sick leave or vacation.

33.6 If a death occurs under these provisions, while an employee is on vacation or floating holiday, upon notice his status will be changed to funeral leave.

Article 34

PUBLIC OFFICIAL INSURANCE

34.1 The City will provide employees with public official insurance with limits of not less than \$500,000 per claim.

Article 35

HOLIDAY PROVISIONS

35.1 The following days shall be recognized as holidays:

- a. New Year's Eve Day (December 31st).
- b. New Year's Day (January 1st).
- c. Washington's Birthday (third Monday of February).
- d. Good Friday.
- e. Memorial Day (last Monday in May).
- f. Independence Day (July 4th).
- g. Labor Day (First Monday of September).
- h. Veteran's Day (November 11th).
- i. Thanksgiving Day (fourth Thursday in November).
- j. Friday after Thanksgiving (effective November, 1991).
- k. Christmas Eve Day (December 24th).
- l. Christmas Day (December 25th).

35.2 Holidays falling on Saturday shall be taken on Friday and holidays falling on Sunday shall be taken on Monday.

35.3 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 and/or Saturday after Thanksgiving shall be considered a regular work day.

Article 36
PENSION

36.1 Employees covered by this agreement shall be eligible for coverage under the General Employees Pension Plan as described below:

- a. You become eligible for regular retirement benefits when you attain age 50 and complete 25 years or more of service or after you attain age 60 and complete 10 or more years of service.
- b. Annual Amount - Total service multiplied by 2.25% of Final Average Compensation. The pension multiplier is changed to 2.5% on FAC capped at 75% effective 6/30/99 with an employee contribution of 1.5%.
- c. If an eligible employee elects to retire before 6/30/99, they may receive the 2.5% pension multiplier provided they pay the 1.5% employee contribution on current and future city wage earnings from their retirement date through 6/30/99 by a lump sum subtraction from cashout. If the employee does not have the available funds from a cashout, they may submit a cash payment to the city.
- d. Final Average Compensation (FAC) - highest 5 years out of the last 10 which need not be consecutive. FAC includes wages, longevity, sick time actually taken, vacation time actually taken, overtime and out-of-class pay.
- e. Duty Disability Retirement. Eligibility - No age or service requirements. Annual amount - Computed as regular retirement with a minimum benefit of 20% of average final compensation upon termination of worker's compensation or age 60, whichever occurs first, additional service credit is granted and benefits is recomputed.
- f. "City of St Clair Shores Employees Retirement System Summary Plan Description" handbook, dated December 1992, will be provided to all employees.
- g. A post retirement cost of living increase of 5% will be provided for a retiree at age sixty (60) or five (5) years after retirement, whichever is the latter, based on the amount of retirement allowance being paid at that time. A second increase of 5% compounded effective five (5) years after the first increase will be provided.
- h. The City agrees to restore (pop up) the retirement allowance to "A" or "B" option to a retiree if the spouse precedes the retiree in death.
- i. If an employee leaves the employ of the City and withdraws their retirement contributions, the interest paid will be 5%.
- j. The employee retirement participation contribution of 1.75% as required in the "City of St Clair Shores Employees Retirement System Summary Plan Description" handbook will be paid by the employer.
- k. For a disability retirement the doctor's examination requirements will continue as required by the Retirement Board until the disabled retiree reaches their normal retirement age and service requirements. Then no more examinations will be required.

Article 37
UNIFORMS

37.1 The following supervisors are entitled to a clothing allowance of \$100.00 October 1 and April 1.

- (1) Building Maintenance Engineer
- (1) DPW Superintendent
- (5) Supervisors
- (1) Water Superintendent
- (1) Assistant Water Superintendent
- (1) Assistant Golf Course Superintendent
- (1) Golf Course Superintendent
- (1) Assistant DPW Superintendent
- (1) Buildings and Grounds Director

Article 38
TEMPORARY UPGRADES

38.1 Employees working in a higher position shall be paid the rate of the higher position after they fill the position for thirty (30) days or more.

Article 39
LAYOFF

39.1 When an employee is designated for layoff, that employee shall be permitted the opportunity to bump into another unit position at a lower pay grade level, so long as that position is within the employee's department or classification. By way of example, the Library Director, if selected for layoff, would be permitted to bump the Assistant City Librarian, but not the Deputy City Clerk.

39.2 In order to be permitted to bump another employee, an employee must have greater seniority in the bargaining unit and, in addition, must have the ability to perform the job in question.

39.3 No employee shall be permitted to bump into any position that constitutes a promotion for an increase in pay grade levels.

Article 40
WAIVER

40.1 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the City and the Association/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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree that, because this Agreement constitutes the entire agreement between the parties, any practices or policies in effect but not incorporated herein shall not be binding upon either the City or the Association/Union.

Article 41 RATIFICATION

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

Article 42 TERMINATION AND MODIFICATION

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

42.2 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.

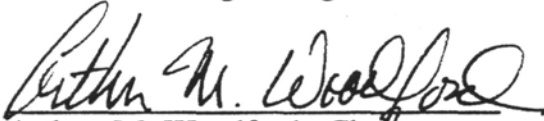
42.3 If either party desires to modify or change this Agreement, it shall at least one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments 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.


42.4 Notice of Termination or Modification, notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Association/Union to the Local Association/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 Association/Union or the Employer may make available to each other.


42.5 During negotiations, all benefits will remain in effect.


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

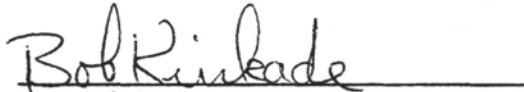
FOR THE UNION:
Association Negotiating Team:


Arthur M. Woodford, Chairperson


Roger Sesnie, Vice Chairperson

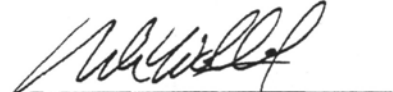

Michael R. Liess, Chief Steward

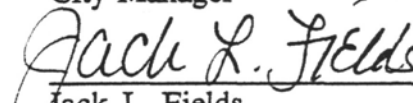

Mary Ellen Graver, Secretary

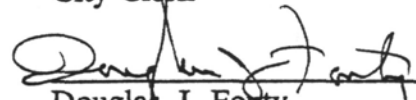

Bob Kinkade, UAW
International Representative


Bob Lent, Director
Region 1, UAW

FOR THE CITY:


Mark Wollenweber
City Manager


Jack L. Fields
City Clerk


Douglas J. Fouty
Personnel Director

Approved by Council
2/20/96

SCSPEA Schedule "A"

	<u>1995 Salary</u>	Grade Consolida- tion: <u>7/2/95</u>	3% -7/2/95	3% - 6/30/96
Grade 8				
Planning Director	56,716		58,417	60,170
Library Director	55,703	56,716		
Parks & Recreation Director	55,703	56,716		
Golf Course Manager	55,703	56,716		
Grade 7				
Buildings and Grounds Director	53,400		55,002	56,652
Assist. Community Development Dir II	53,400			
Grade 6				
DPW Superintendent	51,144		52,678	54,258
Water Superintendent	51,144			
Building Maintenance Engineer	51,144			
Assist. Community Development Dir I	51,144			
Grade 5				
Building Official	46,572		47,969	49,408
Assistant Library Director	46,572			
Grade 4				
Engineering Assistant	42,993		44,283	45,611
Golf Course Superintendent	42,993			
Assistant DPW Superintendent	42,195	42,993		
Assistant Water Superintendent	42,195	42,993		
Deputy Assessor	42,195	42,993		
Deputy Clerk	42,195	42,993		
Deputy Finance Director - Computer	42,195	42,993		
Deputy Parks & Recreation Director	42,195	42,993		
Grade 3				
Supervisors	39,368		40,549	41,765
Assistant Golf Course Superintendent	39,368			
Personal Property Appraiser	39,368			
Grade 2				
Office Manager	32,431		33,404	34,406
Grade 1				
Dept Head Secretary/Admin Assist	29,399		30,281	31,189
Public Information Officer	29,399			
85% start; 90% after 1 year; 95% after 2 years; 100% after 3 years				

APPENDIX A

Any supplemental agreements which may be written between now and the expiration of this present contract which will be incorporated into the new contract during the next negotiation session will be put into this Appendix. (See Article 12 Supplemental Agreements).

LETTER OF UNDERSTANDING

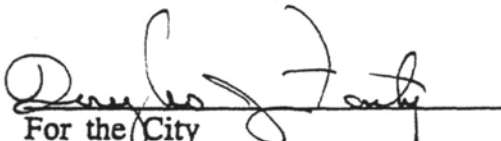
between the

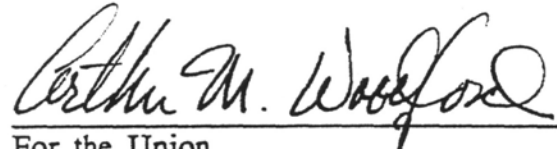
City of St Clair Shores

and the

St Clair Shores Professional Employees Association

The parties agree that during the term of the contract (7/1/95 - 6/30/99) to meet and discuss a defined contribution plan and a cafeteria plan.


For the City
Douglas J. Fouty


For the Union
Arthur M. Woodford

2/27/96
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST CLAIR SHORES
AND THE
ST CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION

The parties to the contract effective July 1, 1995 through June 30, 1999 hereby provide for an upgrade and/or salary increase in the following classifications effective with the first pay ending in March 1997. These adjustments are the result of additional responsibilities resulting from the Plante & Moran "Beyond 2000 Report".

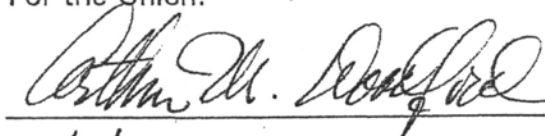
- Pay Grade 8 salary schedule will be \$64,170
- DPW Superintendent and Water Superintendent, Pay Grade 6, will be reclassified to Pay Grade 7.
- Supervisors, Pay Grade 3, will be reclassified to Pay Grade 3A, with a salary schedule of \$43,765.

For the City:



2-7-97
Date

For the Union:



2/7/97
Date

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF ST. CLAIR SHORES

AND

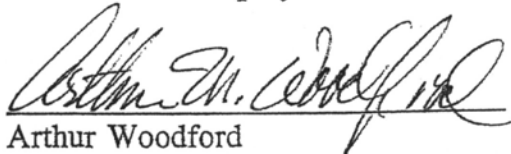
THE PROFESSIONAL EMPLOYEES ASSOCIATION

UAW LOCAL 412, UNIT 44

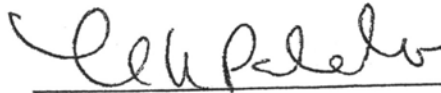
In accordance with Article 23, Section 23.7, effective June 29, 1997, a 3% wage increase will be in effect for the members of the St. Clair Shores' Professional Employees Association.

Professional Employees Association

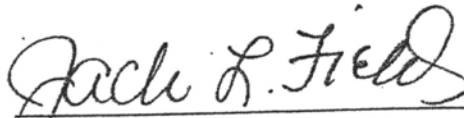
City of St. Clair Shores



Arthur Woodford
President



Linda K. Paladino
Assistant City Manager/Personnel Director



Jack L. Fields
City Clerk

June 17, 1997

Date

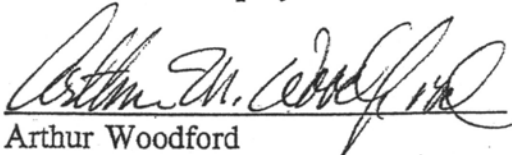
6/17/97

Date

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. CLAIR SHORES
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION
UAW LOCAL 412, UNIT 44

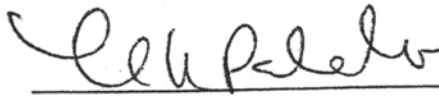
In accordance with Article 23, Section 23.7, effective June 29, 1997, a 3% wage increase will be in effect for the members of the St. Clair Shores' Professional Employees Association.

Professional Employees Association

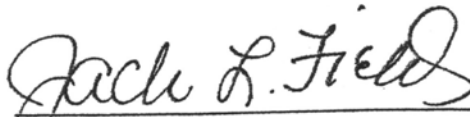


Arthur Woodford
President

City of St. Clair Shores



Linda K. Paladino
Assistant City Manager/Personnel Director



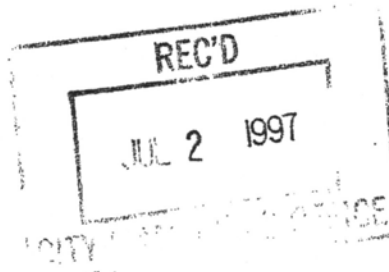
Jack L. Fields
City Clerk

June 17, 1997

Date

6/17/97

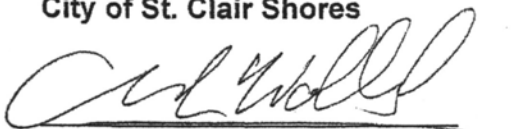
Date



LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION
UAW LOCAL 412, UNIT 44

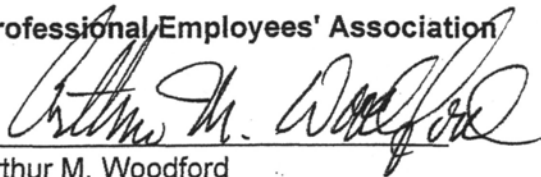
For the purposes of compensation for overtime, the parties to the contract effective July 1, 1995 through June 30, 1999 hereby agree to include the position of City Planner with the positions listed in Article 27.4 Overtime.

City of St. Clair Shores



Mark Wollenweber
City Manager

Professional Employees' Association



Arthur M. Woodford
SCSPEA Union President



Jack L. Fields
City Clerk

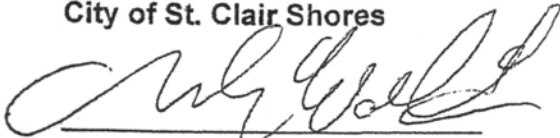
9-8-97
Date

September 8, 1997
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION
UAW LOCAL 412, UNIT 44

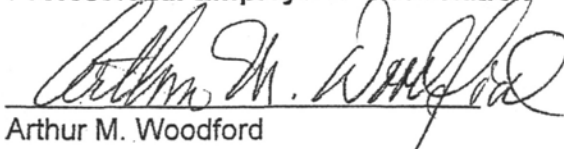
For the purposes of payroll check direct deposit, the parties to the contract effective July 1, 1995 through June 30, 1999 hereby agree to adhere to the provisions set forth in the City's Direct Deposit of Payroll Agreement. These provisions include, but are not limited to, payroll funds being available the next business day following a payroll run, the City's right to cancel the agreement with written notice to the employee, and no advanced checks permitted.

City of St. Clair Shores

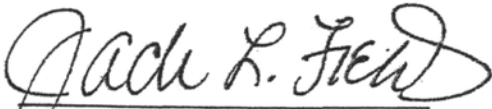


Mark Wollenweber
City Manager

Professional Employees' Association



Arthur M. Woodford
SCSPEA Union President



Jack L. Fields
City Clerk

9-24-97
Date

9/24/97
Date

LETTER OF UNDERSTANDING

BETWEEN THE

CITY OF ST. CLAIR SHORES

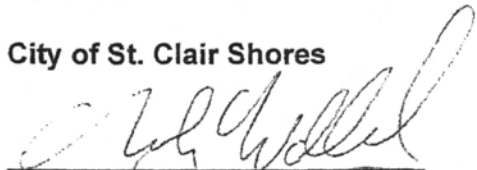
AND THE

ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION

UAW LOCAL 412, UNIT 44

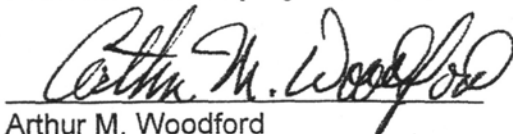
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City of St. Clair Shores

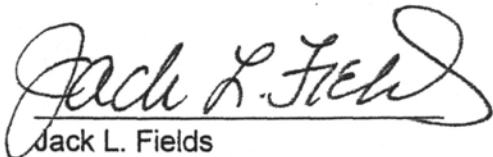


Mark Wollenweber
City Manager

Professional Employees' Association



Arthur M. Woodford
SCSPEA Union President



Jack L. Fields
City Clerk

9/24/97
Date

9/24/97
Date

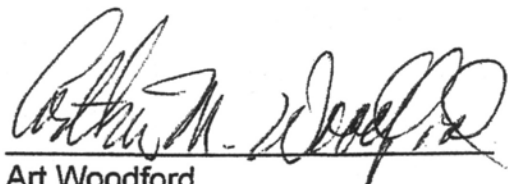
LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION

The parties to the contract effective July 1, 1995 through June 30, 1999 hereby agree to create a Golf Course Operations Manager position and a Recreation Program Manager position to be paid at pay grade 3; effective the pay period immediately following the execution of this agreement.

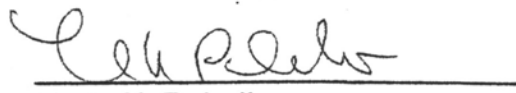
The parties further agree to vacate the Office Manager position at the Golf Course, and move Sally Bandemer to the Golf Course Operations Manager position at 100% of pay grade 3.

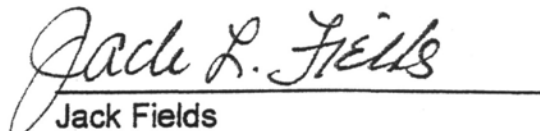
The parties further agree to reevaluate the pay grade level and job duties of both positions effective 6 months following the filling of the positions.

For the Union:


Art Woodford
PEA Union President

For the City of St. Clair Shores:


Linda K. Paladino
Assistant City Manager


Jack Fields
City Clerk

2/26/98
Date signed

**BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE ST. CLAIR SHORES PROFESSIONAL EMPLOYEES ASSOCIATION
UAW LOCAL 412, UNIT 44**

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.

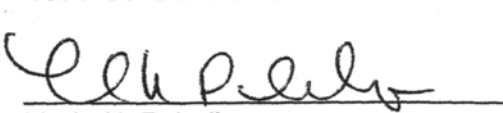
In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must reenroll in a City-sponsored health care plan. The City will endeavor to reenroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject 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.

UNION


Arthur M. Woodford
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 THE
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION
UAW LOCAL 412, UNIT 44


The parties hereby agree, effective with the pay period beginning April 19, 1998, as authorized by Council on that same date, a total of \$2,500, minus all applicable withholding taxes, will be paid to the Deputy City Clerk over the remaining pay periods of calendar year 1998, in consideration for additional duties to be performed in the absence of a City Clerk.

For the City:



Mark Wollenweber
City Manager

For the Union:



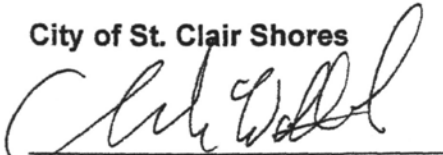
Arthur M. Woodford
SCSPEA Union President

4/30/98
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION
UAW LOCAL 412, UNIT 44

In accordance with Article 23, Section 23.7, effective payending August 8, 1998, a 2.75% wage increase plus a one-time lump-sum of \$275.00 in lieu of retroactive pay, will be in effect for the members of the St. Clair Shores' Professional Employees Association.

City of St. Clair Shores

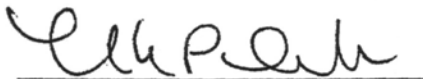


Mark Wollenweber
City Manager

Professional Employees' Association



Arthur M. Woodford
SCSPEA Union President



Linda K. Paladino
Assistant City Manager/Personnel Director

8-6-98
Date

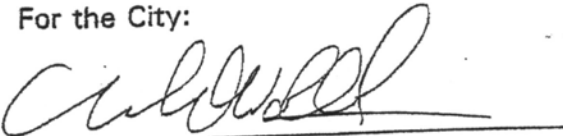
8/6/98
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST CLAIR SHORES
AND THE
ST CLAIR SHORES PROFESSIONAL EMPLOYEES' ASSOCIATION

The parties to the contract effective July 1, 1995 through June 30, 1999 hereby provide for an upgrade and/or salary increase in the following classifications effective with the first pay ending in March 1997. These adjustments are the result of additional responsibilities resulting from the Plante & Moran "Beyond 2000 Report".

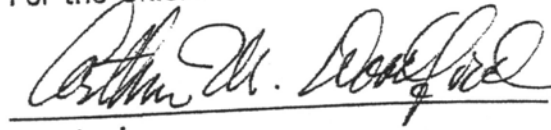
- Pay Grade 8 salary schedule will be \$64,170
- DPW Superintendent and Water Superintendent, Pay Grade 6, will be reclassified to Pay Grade 7.
- Supervisors, Pay Grade 3, will be reclassified to Pay Grade 3A, with a salary schedule of \$43,765.

For the City:



2-7-97
Date

For the Union:



2/7/97
Date

PEA

0.0275 HRS PER YR
1,950

GRADE	EMP #	NAME	POSITION	06/29/98	PER HOUR	NOTE
8			PLANNING DIRECTOR	67,913	34.83	
			LIBRARY DIRECTOR	67,913	34.83	
			PARKS & RECREATION DIRECTOR	67,913	34.83	
7			BUILDING AND GROUNDS DIRECTOR	59,957	30.75	
			ASST COMMUNITY DEVELOPMENT DIR I	59,957	30.75	
			DPW SUPERINTENDENT	59,957	30.75	
			WATER SUPERINTENDENT	59,957	30.75	
6			BUILDING MAINTENANCE ENGINEER	57,423	29.45	
			ASST COMMUNITY DEVELOPMENT DIR I	57,423	29.45	
			ASST COMMUNITY DEVELOPMENT DIR I	57,423	29.45	
			GOLF COURSE SUPERINTENDENT	57,423	29.45	
			CITY PLANNER	57,423	29.45	
5			ASSISTANT LIBRARY DIRECTOR	52,289	26.82	
4			ENGINEERING ASSISTANT	48,271	24.75	
			ASST DPW SUPERINTENDENT	48,271	24.75	
			ASST WATER SUPERINTENDENT	48,271	24.75	
			DEPUTY CLERK	48,271	24.75	
			DEPUTY FINANCE DIR/COMPUTER	48,271	24.75	
			DEPUTY PARKS & REC DIRECTOR	48,271	24.75	
			BUILDING OFFICIAL	41,030	21.04	NOT MAX
			COMMUNICATION DIRECTOR	43,444	22.28	NOT MAX
			DEPUTY CITY ASSESSOR	44,651	22.90	NOT MAX
3-A			SUPERVISOR - MOTOR POOL	46,318	23.75	
			SUPERVISOR - WATER	46,318	23.75	
			SUPERVISOR - SEWER	46,318	23.75	
			SUPERVISOR - PARKS	46,318	23.75	
3			GOLF COURSE OPERATIONS MANAGER	44,201	22.67	
			RECREATION PROGRAM MANAGER	39,781	20.40	NOT MAX
2			SENIOR CENTER CO-ORDINATOR	34,592	17.74	NOT MAX

RATE IS SUBJECT TO REVIEW AND NOT AUTOMATIC
 REVISED 09/17/98
 PEA-3