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

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement entered into on this 1st day of June 1966, between the City of Ann Arbor (hereinafter referred to as the "EMPLOYER") and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE AND INTENT:

The general purpose of this 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 Union.

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

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

1. RECOGNITION - EMPLOYEES COVERED. SCOPE OF CONTRACT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other

conditions of employment in accordance with Section 11 of said Act for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

Public Works Department
Parks and Recreation Department
Utilities Department
Sign Shop Section of the Parking and Traffic
Engineering Department
Firefighters

The provisions of this Agreement shall apply to the relationship between the Employer, the Employees of said bargaining unit, and said Union.

2. No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. Both the City and the Union shall take steps to assure that employment assignments and promotions are given on an equal, non-discriminatory basis.

3. AID TO OTHER UNIONS.

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

4. UNION SECURITY. Requirements of Union Membership.

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

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

5. UNION DUES AND INITIATION FEES.

(a) Payment by Check-off

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form and the Union agrees that all its members shall be required to sign such form forthwith:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, commencing at the date indicated below to start deduction, until the expiration of and in accord with an agreement between the City of Ann Arbor and the Union, dated _____, 19 __, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization may not be revoked until ten days before the expiration of said agreement.

By _____
Print Last Name First Middle

To _____
Employer Department

Date to Start Signed _____
Deduction Address _____

(b) When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of Dues Forms shall become effective at the time the authorization is signed by the Employee and shall be deducted from the last pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the 1st day of the following month.

(d) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative

of the Union, and if not resolved may be decided through the grievance procedure.

6. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

7. STEWARDS AND ALTERNATE STEWARDS. The Steward Structure shall be as follows:

In the absence of the Steward an alternate may be appointed by the Local President. There shall be a Chief Steward, for the Union and the following departments shall have the following stewards

Utilities Department

- 1 Main line and tap
- 1 Meter and office
- 1 Softening and Production

Public Works Department

- 2 Refuse
- 1 Garage
- 2 Street and Sewer Maintenance
- 1 Sewage Treatment Plant

Parks and Recreation Department

- 1 Shade Tree
- 1 Golf Course and Parks

Parking and Traffic Engineering

- 1 Traffic Sign Shop

Fire Department

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8. SPECIAL CONFERENCES.

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 one (1) or more representatives of the Employer and at least two (2), but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. Conferences shall begin at 2:30 P.M., and shall be held on a work day. The members of the Union attending such a conference shall only receive pay up to the end of their regular working day. Such conferences may be attended by a representative of the International Union.

9. MANAGEMENT RIGHTS.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with law.

10. CITY AND DEPARTMENTAL RULES

The City or a department may provide Personnel Rules for use in the City or in the department. These rules must be submitted, by the Personnel Director if they are City rules and by the Department Head if they are departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or departmental rules and this contract, this contract shall take precedence.

11. GRIEVANCE PROCEDURE

An Employee may present a grievance as follows:

(a) Step 1 - Employee may talk with his Steward or directly with his foreman during his shift. The Steward and/or Employee may then discuss the grievance with the foreman in charge. The foreman upon receiving a grievance shall have one day in which to submit his answer orally.

(b) Step 2 - If the grievance is not satisfactorily disposed of, the aggrieved Employee (a Steward may be an aggrieved employee) shall submit it in written form to the Department Head. A meeting between the Department Head and one representative of the Department Head and the employee, the Steward, and/or a Union officer shall be arranged within three (3) work days of receipt of the grievance by the Department Head. The Union representatives may meet for 15 minutes

immediately prior to the joint meeting. The Department Head shall review the case and his answer shall be submitted in writing within four (4) Normal work days.

(c) Step 3 - If the Department Head's answer is unsatisfactory to the Employer, he shall have the right of appeal to the City Administrator. The representatives of the Union shall meet with the City Administrator and his designated representatives within three (3) work days of the presentation of the appeal. The Union representatives may meet for 30 minutes prior to this meeting. The Chief Steward shall be allowed up to two hours off with pay to investigate the nature of the grievance he is to discuss with the City Administrator's representatives. The City Administrator's answer must be filed within five (5) normal work days after the meeting.

(d) Step 4 - If the City Administrator's answer is unsatisfactory to the employee, both parties may agree to have an impartial arbitrator, a member of the American Arbitration Association, review the case. In such a case the decision of the arbitrator shall be binding on both parties.

(e) Time Limitations for Grievance Procedure

The aggrieved employee may appeal the decision of the foreman to his Department Head. The aggrieved employee may further appeal the decision of the Department Head to the

City Administrator. In relation to such procedure all appeals must be made within five (5) working days after the decision has been given. If no appeal is taken within the time limit the employee and/or Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative within the prescribed time limit then the matter shall be deemed to be settled in the Union's favor.

12. DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

(a) Notice of discharge or discipline. The Employer agrees prior to the discharge or discipline of an Employee to notify in writing the Steward in the department of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the department and the Department Head will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Department Head or his designated representative, will discuss the discharge or discipline with the Employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented

in writing through the Steward to the City Administrator within two (2) regularly scheduled working days of the discharge or discipline. The City Administrator will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee and to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously nor impose discipline on an Employee for falsification of his Employment Application after a period of two (2) years from his date of hire unless such falsification is related to the current charges.

13. SENIORITY. Probationary Employees-~~Temporary Employees~~

(a) New permanent employees hired in the unit shall be probationary employees for the first six (6) months of their employment. The calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating six (6) months of employment within not more than one (1) year he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6)

months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

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

(c) Seniority - Temporary Positions.

Temporary employees hired in the unit shall accumulate seniority on the basis of the months they serve in the bargaining unit. If temporary employees are laid off they shall be hired back on the basis of their total seniority in the bargaining unit. No employee in the bargaining unit shall be employed in a full-time temporary or part-time temporary position for a period greater than ten (10) consecutive months. If at the end of that time the person is still employed, that person shall become permanent or released from City employment and if so released the temporary position shall be abolished and not be re-created for a period of at least one (1) year.

14. SENIORITY AND SENIORITY LISTS

(a) Seniority shall be on an Employer-wide basis, in accordance with the Employee's last date of hire.

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

(c) The seniority list on the date of this Agreement will show the names, job titles, and date of hire, of all employees of the unit entitled to seniority.

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

15. LOSS OF SENIORITY.

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

(a) He quits City employment

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.

(e) Failure to return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires.

16. SHIFT PREFERENCE.

(a) Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. 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.

(b) In cases of a 24-hour per day, 7 days a week operation, there shall be a rotating schedule, rotating all employees on an equal basis.

17. SENIORITY OF STEWARDS

Notwithstanding his position on the seniority list, a Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his department which he can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current positions.

18. SENIORITY OF OFFICERS.

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

19. SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this Agreement negotiated and approved by the Employer and the Local Union shall be subject to the approval of the Council and International Union.

20. LAY-OFFS

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

(b) Order of Lay-Off. Lay-off of employees shall be made by inverse order of their seniority within a position classification. No probationary permanent employee shall be laid off from any position while any temporary employee is still employed in the same position classification.

(c) Notice of Lay-Off. A Department Head shall give written notice to the Director of Personnel and to the employee and Union on any proposed lay-off. Such notice shall state the reasons therefore, and shall be submitted at least one week before the effective date thereof.

21. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c). Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered to have quit.

22. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly created position, employees in the same position classification may transfer on the basis of seniority. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the City at least seven (7) calendar days prior to filling such vacancy or newly created position.

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

23. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualification. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior qualified employee shall be granted a six (6) month trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee and the Steward. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

(b) During the six (6) month trial period, the Employee shall have the opportunity to revert back to his former classification. The Employer agrees to give him the full six (6) month trial if the Employee so desires. If the Employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

24. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an Employee work to which his seniority and qualifications entitles him and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse him for the earnings he lost through failure to give him such work.

25. COMPUTATION OF BACK WAGES.

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

26. VETERANS.

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

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

27. LEAVE OF ABSENCE FOR VETERANS.

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

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

28. SICK LEAVE

Sick Leave for non-Firefighting platoon personnel shall be accrued and granted as follows:

(a) Each permanent employee of the City shall be entitled to sick leave of one (1) work day with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

(b) Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days.

(c) In addition to compensation for absence due to sickness, the following shall apply:

1. An employee who is eligible for retirement and dies before retirement, or retires from the City service and is entered on the retirement or pension role of the City, shall upon such death or retirement be paid for one-half of his unused sick leave credit at the time of death or retirement.

2. At the end of each calendar year an employee may elect to receive full payment in cash for one-third of the unused sick time for that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds of his unused sick days; for example if an employee has taken no sick days through the year and therefore has twelve (12) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an employee chooses to elect this payment option he must so notify the City Controller's office between December 1 and December 15. If no notification is received his entire unused sick leave will be carried forward. This payment

shall be made on the first pay in January of each year. Since this contract will go into effect July 1, 1966, the first payment will be for a period of six (6) months. In order to conform to this January payment thereafter the payment shall be made yearly as specified above.

3. An employee who has accumulated the maximum of one hundred and twenty (120) work days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half of the unused sick leave credit earned in such year above the one hundred and twenty (120) work days accumulation authorized above, and the remaining one-half shall not be added to the one hundred and twenty (120) days accumulation nor compensated for in any way.

(d) Employees absent from work on legal holidays, during sick leave, during vacation, while on workmen's compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

(e) An employee eligible for sick leave with pay may use such sick leave, upon approval of his Department Head, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children, and parents.

(f) Sick leave absences for a part of a day shall be charged proportionally in an amount not smaller than one-half of their regular working day.

(g) When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his department before nine a.m. of the first working day of absence, except that where a relief employee is required, such report must be made before the hour to report for work. Sick leave shall not be granted unless such report has been made.

(h) Where sick leave exceeds three working days, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.

(i) Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half day.

(j) Accumulated sick leave cannot be transferred from one employee to another employee.

29. SICK LEAVE.

Sick Leave for Firefighting platoon personnel shall be accrued and granted as follows:

(a) Each permanent Firefighting platoon employee of the City shall be entitled to sick leave of one-half duty day with pay for each completed month of service.

(b) Unused sick leave may be accumulated up to a maximum of sixty (60) duty days.

(c) In addition to compensation for absence due to sickness, the following shall apply:

1. An employee who is eligible for retirement and dies before retirement, or retires from the City service and is entered on the retirement or pension role of the City shall upon such death or retirement be paid for one-half of his unused sick leave credit at the time of death or retirement.

2. At the end of each calendar year an employee may elect to receive full payment in cash for one-third of the unused sick time for that calendar year. Such payment shall not be less than one-half day or more than two (2) days and if the employee elects to receive a cash payment he shall carry forward the remaining two-thirds of his unused sick days; for example if an employee has taken no sick days through the year and therefore six (6) days accumulated, he may elect to receive two (2) days in cash and thereby carry forward four (4) sick days. If an employee chooses to elect this payment option he must so notify the City Controller's Office between December 1 and December 15. If no notification is received his entire unused sick leave will be carried forward. This payment shall be made on

the first pay in January of each year. Since this contract will go into effect July 1, 1966 , the first payment will be for a period of six (6) months. In order to conform to this January payment thereafter the payment shall be made yearly as specified above.

3. An employee who has accumulated the maximum of sixty (60) duty days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half of the unused sick leave credit earned in such year above the sixty (60) duty days accumulation authorized above, and the remaining one-half shall not be added to the sixty (60) days accumulation nor compensated for in any way

d. The Firefighting platoon employee shall retain the same sick leave benefits as listed in Paragraph 28, Sub-Paragraphs d, e, f, g, h, i, and j.

e. If a Firefighting platoon employee becomes, through promotion or re-assignment, a non-platoon employee, his accumulated sick time shall be doubled to be placed in line with other non-Firefighting platoon personnel and his benefits shall be those as listed in Paragraph 28.

30. WORK SCHEDULE AND OVERTIME

(a) The regular work schedule, except for Fire Department personnel, shall consist of five (5) consecutive,

eight (8) hour days during a seven (7) day period. Fire-fighting platoon personnel shall have a fifty-six (56) hour duty week consisting of twenty-four (24) hour shifts on a three (3) platoon basis that is one (1) day on and two (2) days off.

(b) Normal hours for employees working a forty (40) hour week shall be from 8:00 A.M. until 5:00 P.M. with one hour for lunch. These schedules are subject to adjustment by the respective Department Heads.

(c) Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) hours a week, or in the case of Firefighting platoon personnel, any time worked in excess of twenty-four (24) hours in a seventy-two (72) hour period, shall be considered overtime. Employees in wage grade positions shall be compensated for overtime by payment in cash at time-and-one-half. Salary grade employees below salary grade nineteen (19) shall be compensated for authorized overtime work at the rate of time-and-one-half, and this may be received in cash or in compensatory time off. The respective Department Head will be the determining authority on the necessity for overtime. Salary grade employees will indicate whether repayment will be made in compensatory time off or by payment in cash, and if compensatory time off the Department Head will determine when that time will be taken.

(d) Salaried employees in class grade nineteen (19) and over are not normally eligible to receive overtime compensation in the form of cash, but may be granted compensatory time off at straight time when conditions permit. Overtime compensation in cash can be paid with the approval of the City Administrator if the work is of an emergency nature. The regulation of payment in cash applies with equal force at the time of such employees separation.

(e) Overtime worked, either compensatory or paid overtime, shall be entered on the time cards in the column indicated. Paid overtime must be submitted on the time card covering the pay period in which the overtime is earned, or the time card of the following pay period.

(f) Compensatory time cannot be transferred from one employee to another employee.

31. EQUALIZATION OF OVERTIME HOURS

Equalization of overtime hours agreement will be negotiated locally by department.

32. REST PERIODS AND COFFEE BREAKS

All employees working an eight (8) hour duty shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall be taken one before and one after lunch. Length of rest periods shall be fifteen (15) minutes per period.

33. LEAVE OF ABSENCE

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

(b) The respective Department Head, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business; attending court as a witness; running for a public or Union elective position; and for purposes other than the above that are deemed beneficial to the City service.

(c) Permanent female employees shall be allowed to take a six-month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. If at the end of six months the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an employee shall become pregnant

she shall furnish her Department and the Department of Personnel, within two months of her pregnancy, a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be able to work. With her physician's approval, she may be allowed to work until two (2) months before the expected date of delivery.

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

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

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

34. LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed sufficient time off without pay to attend such conferences and/or conventions.

35. FUNERAL LEAVE

Non-Firefighting permanent employees shall be allowed five (5) working days and Firefighting platoon personnel shall be allowed two (2) duty days as funeral leave days with pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, or a member of the employee's household.

36. COMPENSATION FOR ABSENCE ON HOLIDAYS

All employees of the City shall receive their regular compensation for the following legal holidays or parts thereof, or any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Day
Lincoln's or Washington's Birthday
Memorial Day
July 4th
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day.

The Fire Department personnel working a 56-hour duty week shall receive four full 24-hour day pays, at their hourly rate (if employed for the full year or prorated on months of service) on a 56-hour duty week per year. This payment shall be made on the last pay of June. The institution of this special provision will commence on July 1, 1966.

37. WORKMEN'S COMPENSATION. On the Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the employee used his accumulated sick time, he shall receive his full salary and he shall return his Workmen's Compensation check to the City. The City, upon receipt of the Workmen's Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the employees sick leave charge. An employee who elects not to utilize his accumulated sick time or who has no accumulated sick time shall receive the Workmen's Compensation benefits as specified by law.

38. VACATION LEAVE

Vacation for non-Firefighting platoon personnel shall be accrued and granted as follows:

(a) Every permanent employee in the City service shall be allowed vacation leave with pay at the rate of one (1) work day for each month of continuous service. An employee shall not be allowed to take vacation leave until completion of six (6) months of permanent employment. Permanent part-time employees shall receive vacation on

this basis pro-rated according to actual time worked; temporary and seasonal full-time or part-time employees shall not be granted vacation with pay.

(b) Employees who have completed ten (10) and fifteen (15) years of continuous service with the City shall be allowed fifteen (15) and eighteen (18) working days vacation leave per annum respectively, thereafter.

(c) Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the direction of the Department Head, be charged against the employee's vacation leave allowance.

(d) Each Department Head shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and insofar as possible, with the written request of the employees.

Fire Department personnel working on a 56-hour week shall be allowed to use their accumulated vacation leave as follows:

(a) Personnel with up to, but not including ten (10) years of service shall be entitled to six (6) full duty days off per year, provided that such days off may be divided into periods of time upon the approval of the Fire Chief and in accordance with the Fire Department rules.

(b) Personnel with ten (10) and fifteen (15) years of continuous service, or more, shall be entitled to seven (7) and nine (9) full duty days off per year, respectively, provided that such days off may be divided into periods of time upon approval of the Fire Chief and in accordance with the Fire Department Rules.

Personnel of the Fire Departments shall accrue and be granted vacation leave on a calendar year basis, which shall start on January 1 and end on December 31. All other employees shall accrue vacation on a monthly basis and after the six month probationary period, shall be eligible to take vacation accrued. Employees may take only such vacation days as are accrued at the time of their vacation except Police and Fire personnel who shall take vacation accrued in the previous year.

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

Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

Accumulated vacation leave cannot be transferred from one employee to another employee.

39. PAY ADVANCE

If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the City Controller's Office for his check two (2) weeks before leaving, if he desires to receive it in advance.

40. BULLETIN BOARDS.

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

1. Notices of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings
5. Miscellaneous items placed on the board by employees - such as "for sale" notices.

41. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior qualified employee for such job. Such employees will

receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

42. TRAINING ASSIGNMENTS

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

43. JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay.

44. SAFETY COMMITTEE

A safety committee of employees and Employer representatives is hereby established. This committee will include for the employees, one Steward from each Department and three Employer representatives as designated by the City Administrator, and shall meet generally once per month on the request of either party during regular working hours, for the purpose of making recommendations to the Employer.

45. HOSPITALIZATION

The Employer agrees to the following conditions regarding hospitalization insurance:

(a) The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, M-75 Plan. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan.

(b) A permanent employee of the City of Ann Arbor may elect to take this hospitalization insurance at the time he becomes a permanent employee. A permanent City employee may also elect to take this hospitalization plan at the yearly opening period of June 15 to July 1. A newly appointed permanent employee will be required, if he elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first six (6) months of his employment as this is his probationary period. At the end of this time, the City of Ann Arbor will assume the full cost for his hospitalization premium, including that premium portion that is for his spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example: a parent, mother-in-law, or child over 19 years of age.

46. LIFE INSURANCE COVERAGE

(a) The Employer agrees to pay the entire premium cost of \$2,000 of Life Insurance on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$2,000 of Life Insurance for retiring employees, employees who have completed fifteen (15) or more years with the City and are retiring on a City pension.

(b) Eligible employees will be permitted to take additional insurance according to the following schedule, with the City paying one-half of the true cost of the insurance and the employee paying one-half of the true cost. Additional insurance is as indicated in the following schedule:

Additional Insurance

<u>Salary</u>	<u>Insurance</u>
3,000 to 5,000	\$6,000
5,000 to 7,000	8,000
7,000 to 9,000	10,000
9,000 to 11,000	12,000
11,000 to 13,000	14,000
13,000 to 15,000	16,000
15,000 & Over	18,000

47. FUTURE NEGOTIATIONS

Negotiations shall be carried on by the parties hereto in accordance with the timetable herewith set forth:

Submission of Union Demands	January 1
Submission of City's Answer	February 1
Negotiations to Begin By	February 15
Desired Conclusion of Negotiations	April 1

48. UNION NEGOTIATING COMMITTEE

The Union shall advise the City of the names of its negotiating committee by February 1. One representative from each bargaining unit in the negotiating committee shall be paid his regular base salary, up to a maximum of sixteen (16) hours annually for time spent in negotiations.

49. The following appendixes are incorporated and made a part of this agreement:

- Appendix A. Pensions
- Appendix B. Classifications and Rates
- Appendix C. Job Description
- Appendix D. Uniform or Uniform Allowance

50. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until 11:59 P.M., July 1, 1967. If either party desires to modify or change this agreement, it shall follow the procedure for negotiations as set forth in Paragraph 19 and 47.

51. EFFECTIVE DATE.

This Agreement shall become effective as of its date of execution except for the monetary items which shall become effective July 1, 1966.

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

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

City of Ann Arbor

Its Local Union President

Mayor

Its Local Union Committee

City Clerk

Its Local Union Committee

Its International Representative

Its Council #___ Representative