

6-30-73

*Ann Arbor*

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  
COMMENCING JULY 1, 1972  
CONCLUDING JUNE 30, 1973

*Personnel Department  
William P. Garrett  
City of Ann Arbor  
City Hall  
100 N 5th Avenue  
Ann Arbor, Michigan 48108*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY,

TABLE OF CONTENTS

<u>Paragraph</u>	<u>Page</u>
PURPOSE AND INTENT . . . . .	1
1. RECOGNITION - EMPLOYEES COVERED. SCOPE OF CONTRACT . .	1
2. DISCRIMINATION . . . . .	2
3. AID TO OTHER UNIONS . . . . .	2
4. UNION SECURITY. Requirements of Union Membership . . .	2
5. UNION DUES, INITIATION FEES OR SERVICE CHARGE . . . . .	4
6. UNION REPRESENTATION . . . . .	6
7. STEWARDS AND ALTERNATE STEWARDS . . . . .	6
8. SPECIAL CONFERENCES . . . . .	7
9. MANAGEMENT RIGHTS . . . . .	7
10. NO STRIKE CLAUSE . . . . .	7
11. WORK RULES . . . . .	8
12. GRIEVANCE PROCEDURE . . . . .	8
13. DISCHARGE AND DISCIPLINE INVOLVING TIME OFF . . . . .	10
14. SENIORITY. Probationary Employees - Temporary Employees . . . . .	11
15. SENIORITY AND SENIORITY LISTS . . . . .	12
16. LOSS OF SENIORITY . . . . .	12
17. SHIFT PREFERENCE . . . . .	13
18. SENIORITY OF STEWARDS . . . . .	13
19. SENIORITY OF OFFICERS . . . . .	14
20. SUPPLEMENTAL AGREEMENTS . . . . .	14
21. LAYOFFS . . . . .	14
22. RECALL PROCEDURE . . . . .	15

TABLE OF CONTENTS (Continued)

23.	TRANSFERS . . . . .	15
24.	PROMOTIONS . . . . .	15
25.	PAYMENT OF BACK PAY CLAIMS . . . . .	16
26.	COMPUTATION OF BACK WAGES . . . . .	16
27.	VETERANS . . . . .	16
28.	LEAVE OF ABSENCE FOR VETERANS . . . . .	17
29.	SICK LEAVE . . . . .	17
30.	WORK SCHEDULE AND OVERTIME . . . . .	19
31.	EQUALIZATION OF OVERTIME HOURS . . . . .	21
32.	REST PERIODS AND COFFEE BREAKS . . . . .	21
33.	LEAVE OF ABSENCE . . . . .	21
34.	LEAVE FOR UNION BUSINESS . . . . .	22
35.	FUNERAL LEAVE . . . . .	22
36.	COMPENSATION FOR ABSENCE ON HOLIDAYS . . . . .	23
37.	WORKMEN'S COMPENSATION. On the Job Injury . . . . .	23
38.	VACATION LEAVE . . . . .	24
39.	PERSONAL LEAVE DAY . . . . .	25
40.	PAY ADVANCE . . . . .	25
41.	BULLETIN BOARDS . . . . .	25
42.	TEMPORARY ASSIGNMENTS . . . . .	26
43.	TRAINING ASSIGNMENTS . . . . .	26
44.	JURY DUTY . . . . .	26
45.	SAFETY COMMITTEE . . . . .	26
46.	HOSPITALIZATION . . . . .	26
47.	LIFE INSURANCE COVERAGE . . . . .	27

TABLE OF CONTENTS (Continued)

48.	FUTURE NEGOTIATIONS . . . . .	28
49.	UNION NEGOTIATING COMMITTEE . . . . .	28
50.	FULL-TIME UNION OFFICIAL . . . . .	29
51.	APPENDICES . . . . .	29
52.	TERMINATION AND MODIFICATION . . . . .	41
53.	WAIVER CLAUSE . . . . .	42
54.	EFFECTIVE DATE . . . . .	42
55.	SEPARABILITY . . . . .	42

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1972, 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:

- Central Services & Garage
- Code Enforcement
- Public Works Department
- Parks and Recreation Department
- Utilities Department
- Traffic Engineering & Transportation
- City Clerk
- Building and Safety Engineering

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

The Union recognizes that the appropriate bargaining unit for employees of the City of Ann Arbor is the department, and the Union will continue to regard the department as the appropriate unit in all cases and for all purposes. The Union will not seek nor be entitled to recognition of additional bargaining units on other than a departmental basis. The Employer agrees that when a majority of eligible employees in a department become members of the Union, as evidenced by Union Payroll Deduction Authorizations, the Employer will recognize that unit.

## 2. DISCRIMINATION

No persons employed by the City nor applicants for City employment shall be discriminated against because of race, sex, creed, color, national origin, or reasonable and proper union activities. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal, non-discriminatory basis. The City shall take steps to insure that management or supervision treats bargaining unit members in a fair and equitable manner.

## 3. AID TO OTHER UNIONS

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

## 4. UNION SECURITY. Requirements of Union Membership.

### (a) Maintenance of Membership.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of the 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 subsection.

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.

(b) Agency Shop.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this contract for the duration of this Agreement.

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

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

(c) Termination Penalty for Delinquency In Paying Dues.

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

No employee shall be terminated under Section A or B of this article unless:

(1) The Union first has notified the employee by registered letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this Article, and

(2) The Union has furnished the City with written proof that the procedure of Section C (1) of this Article has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that \_\_\_\_\_ (Name) \_\_\_\_\_ has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the employee."

(d) The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 5.

5. UNION DUES, INITIATION FEES OR SERVICE CHARGE.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize the City of Ann Arbor to: (1) deduct from my wages earned each month the uniform amount duly established from time to time by Local 369 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, as its regular monthly dues or service charge, and (2) remit said amount to the Treasurer of the said Local. This authorization shall remain in effect and may not be revoked until ten days before the expiration of the current Agreement between the City and the said Union, or at the end of one year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one year or for the period of each succeeding agreement between the City and the said Union which provides for the deduction of uniform dues or service charges, whichever is shorter, unless

I give written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect. (Check one box below)  
Deduct:

Union Dues

Service Charge

By \_\_\_\_\_  
(Print) Last Name First Middle

To \_\_\_\_\_  
Employer Department

Date to Start  
Deduction

Signed \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

(b) When Deductions Begin.

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

(a) Deductions for any calendar month shall be remitted to the designated financial officer of the local Union by the 10th day following the pay day in which dues were deducted along with:

- (1) A list for whom membership dues have been deducted, and
- (2) A list for whom service charges have been deducted by the tenth (10th) day following the pay day that the dues and charges were deducted.
- (3) A quarterly (March, June, September, and December) list of all employees working in each certified department at the time of report.
- (4) A quarterly (March, June, September and December) list of all union members and all individuals paying a service charge in alphabetical order.
- (5) Each list shall include the employee's date of hire and classification.

(d) Disputes Concerning Membership.

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

6. UNION REPRESENTATION.

It is mutually recognized that the principle 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

- 1 City Hall
- 2 Refuse
- 3 Street and Sewer Maintenance
- 1 Sewage Treatment Plant

Parks and Recreation

- 1 Parks
- 1 Shade Tree
- 1 Golf Course

Traffic Engineering and Transportation

- 1 Traffic Sign Shop
- 1 Parking System
- 1 City Hall *Signal Shop*

City Clerk

- 1

Building and Safety Engineering

- 1

Central Services

- 2 City Hall
- 1 Garage

Code Enforcement

- 1

8. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Local President or his designated representative, and the Employer or its designated representative upon the request of either party three (3) days in advance. 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 a written 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. Special conferences shall be held within fourteen (14) days of their request, unless the parties agree otherwise. If there is an answer forthcoming from management, it shall be given to the Union in writing within fourteen (14) days of the special conference.

9. MANAGEMENT RIGHTS

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

10. NO STRIKE CLAUSE

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow-down, or a strike against the City of Ann Arbor. The Management agrees that during the same period there will be no lockout.

## 11. WORK RULES

(a) Management has the right to promulgate and uniformly enforce work rules that do not conflict with or modify the existing contract.

(b) New work rules must be approved by the Personnel Director and be presented to the Union through its President at least ten (10) working days prior to the effective date of the work rule being established. Before a new work rule goes into effect, it will be discussed and reviewed with a Union committee.

(c) In the event the proposed work rule is in conflict with or modifies the existing contract, a special conference may be convened to discuss the proposed work rule.

(d) All work rules shall be distributed to each employee covered by the work rules. It will be the responsibility of each Department Head to see that a copy is posted on the Union bulletin boards. The Employer agrees to maintain a file of established work rules; such file shall be reviewed and updated once every two (2) fiscal years. This file shall be available to the proper Union officials.

## 12. GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement. A grievance must be made within thirty (30) days after the event giving rise to the grievance. 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 three days in which to submit his answer. If the grievance is presented in writing, the foreman's answer shall be in writing.
- (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 the required written form to the department head and inform the Director of Personnel of this submission.

A meeting between the department head and the Personnel Director or his designate and one representative of the department head and the employee, the steward, and/or a Union officer shall be arranged within five (5) 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 placed on the written form and returned to the employee within five (5) normal work days.

(c) Step 3. If the department head's answer is unsatisfactory to the employee, he shall have the right to appeal to the City Administrator. The City Administrator and/or his designated representative may render a written decision within five (5) days of the appeal or hold a hearing within eight (8) days of the appeal. In the event a hearing is held, the Union representative shall meet with the City Administrator and/or his designated representative(s) within eight (8) 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 (2) 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 shall be filed with the Chief Steward through his Department within five (5) normal work days after the meeting. In lieu of filing an answer, the City Administrator in his discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such a case, the decision of the arbitrator shall be binding on both parties. In the event that no hearing was held, the aggrieved employee upon receipt of the written answer, may request a hearing and the hearing will be held within three (3) days of the Administrator's written decision.

(d) Step 4. If an answer of the City Administrator is unsatisfactory to both the Union and the employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

(e) Cost of Arbitration.

If a grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the City and the Union shall each pay one-half of the arbitrator's fee.

(f) Power of Arbitration.

An Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(g) Time Limitations for Grievance Procedure.

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.

(h) Grievance Form.

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

13. DISCHARGE AND DISCIPLINE INVOLVING TIME OFF.

(a) Notice of Discharge or Discipline.

The Employer agrees to notify in writing the employee and 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 or his designated representative 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 consider the discharge to be improper, a complaint shall be presented in writing through the steward to the City Administrator within three (3) regularly scheduled working days of the discharge or discipline. The City Administrator will review the discharge or discipline and give his answer within five (5) 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 final step of the grievance procedure.

(d) Use of Past Record.

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously 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. The only prior infractions that the Employer will take into account are those filed in the Personnel Department's personnel file within fourteen (14) days of discipline.

14. 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 for a day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees. Probationary employees shall receive a three month evaluation in writing.

(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 hired as permanent employees, the time served as a temporary employee will count as probationary time and they shall receive sick time and vacation time credit from the last date of hire. 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 six (6) consecutive months or as a seasonal employee for more 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 position shall be abolished and not be re-created for a period of at least one (1) year.

15. SENIORITY AND SENIORITY LISTS

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

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

(c) The seniority list on the date of this Agreement will show the names, job titles, grade, 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.

16. 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 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 layoff 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.

17. SHIFT PREFERENCE

- (a) Shift preference for vacant positions in a unit will be granted on the basis of seniority within the classification in the unit. 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 day, 7 days a week operation, there shall be a rotating schedule, rotating all employees on an equal basis.

18. 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 his department which he can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current positions.

19. 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 initial probationary period.

20. 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 City Council and Union Council 55 and signed by both parties to this Agreement.

21. LAYOFFS

(a) The Employer may layoff a permanent employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, 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 Layoff.

Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed into any position classification an employee has had seniority in.

(c) Notice of Layoff

A department head shall give written notice to the Director of Personnel and to the employees and Union on any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least two (2) weeks before the effective date thereof.

22. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in the inverse order of the layoff. 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 within ten (10) days from receipt, by the employee, of the mailed notice of recall or the return of the registered recall letter to the Employer, he shall be considered to have quit. An exception to this provision could be made if the employee recalled is physically unable to return to work. In these cases, a medical report will be required stating the approximate date of return.

23. 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 purpose of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly created position, employees in the same classification may transfer on the basis of seniority and qualifications. 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.

24. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted on Monday of each week for a period of seven (7) days, setting forth the classification, pay, and department for the position in a conspicuous place in each department and each section of each department. Copies are to be mailed to the Steward of each Department and to the Secretary of Local 369. Employees interested shall apply within the seven (7) calendar day posting period. The senior qualified employee shall be granted a trial period of not more than six (6) months 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. During the trial period, the employee shall receive a three (3) month evaluation in writing. The Employer agrees to give him the full six (6) month trial if the employee so desires. Provided, however, if the employee is proven incompetent during the probationary period, notice shall be submitted to the Union by the Employer at which time the employee shall revert to his former classification. If the employee or the Union disagrees, the matter shall 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.

#### 25. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority and qualifications entitle him and such work does exist 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.

#### 26. 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.

#### 27. 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.

28. LEAVE OF ABSENCE FOR VETERANS

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

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve 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.

29. SICK LEAVE

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

(a) Each permanent employee of the City shall be entitled to sick leave of one (1) work day with pay for each completed month of service. 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, except as provided in (c) below.

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

(1) An employee who dies before retirement, or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his unused sick leave credit, at his current rate, at the time of death or retirement up to the maximum of 120 days plus (if 120 days) all of the unused sick leave days accumulated during the current calendar year.

(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 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 at the rate as of December 1.

(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 should cause the facts to be reported to the department before his regular starting time on the first working day of absence and shall regularly report anytime during the working day, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless such report has been made. If an employee is hospitalized or confined by a doctor, he does not have to report every day. However, a physician's statement attesting to such hospitalization or confinement must be submitted to the City.

(h) If an employee is off on sick leave for five (5) days or more, 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 (1) day.

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

### 30. WORK SCHEDULE AND OVERTIME

(a) The regular work schedule shall consist of five (5) consecutive, eight (8) hour days Monday through Friday except in a regularly scheduled 6 or 7 day operation or where building checks or station checks are necessary. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious.

(b) Normal hours for employees working a forty (40) hour week shall be from 8:00 a.m. until 5:00p.m. with one hour for lunch. These schedules are subject to adjustment by their respective department heads.

(c) Any time worked in excess of eight (8) hours within a twenty-four (24) hour period and any time worked in excess of forty (40) regular hours a week shall be considered overtime. This shall not apply to rotating shifts where a contrary agreement has been reached between the Department Head and the Union. 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 employee's 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.

(g) Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

(h) Emergency Call Out.

When an employee is called to return to work, he shall be given one (1) hours as preparation and travel time for such call back at time and one-half in addition to the hours worked at time and one-half. The minimum payment for call back shall be the one (1) hours paid at time and one-half given as preparation and travel time plus payment for one (1) hour of working time at time and one-half.

31. EQUALIZATION OF OVERTIME HOURS

Equalization of overtime hours agreement will be negotiated locally by each department and each departmental section and shall be reduced to writing with a copy to each employee in the section or department and it shall be permanently posted in the section or 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. If an employee is working overtime, he shall be allowed a rest period every two (2) hours and such rest period may be taken within each two (2) hour period and at the end of four (4) hours a lunch period shall be allowed. Their rest periods shall be taken one (1) before and one (1) after lunch. Length of rest periods shall be fifteen (15) minutes per rest 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 subject related to work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business; attending court as a witness; running for a public or Union elective position; and for purposes other than the above that are deemed beneficial to the City service.

(c) Permanent female employees shall be allowed to take a six-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 (2) 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.

(g) Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job, management will be obligated to try to place the employee in a position that he is physically and mentally able to perform.

#### 34. LEAVE FOR UNION BUSINESS

Two (2) members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed five (5) days off with pay to attend such conference and/or conventions. Such time may be accumulated up to two (2) years. Request for leave for Union business shall be submitted to the City Personnel Department by the local Union at least twelve (12) days prior to such leave.

#### 35. FUNERAL LEAVE.

Permanent employees shall be allowed five (5) working days as funeral leave days with pay not to be deducted from a sick leave for a death in his immediate family or his spouse's immediate family in order to attend the funeral and one (1) working day off with pay if not able to attend the funeral. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Step-parents, Step-child, Grandparents, or a member of the employee's household.

36. COMPENSATION FOR ABSENCE ON HOLIDAYS

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

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

If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on Sunday, the Monday following shall be the holiday. Effective July 1, 1971, the holiday schedule shall be increased by adding the last half of the last working day before New Year's Day and Christmas Day.

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 a permanent employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the permanent employee uses his accumulated sick time, he shall receive his full salary and he may 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 employee's sick leave charge. A permanent 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. A permanent employee injured on the job and eligible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his City salary or wages as of the date of injury (excluding overtime) commencing the 31st consecutive day on which he is unable to work following the date of injury and continuing until the 365th day following such injury. Thereafter, only the Workmen's Compensation benefits shall be paid and the additional benefits shall not be extended beyond the 365th day. During this period of time, the employer may, with the doctor's permission, require the employee to perform such City work as said

employee may be able to do. During this period of time, said employee's salary or wage rate shall not be lower than the employee's salary or wage rate at the time of injury. Following the 365th day the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his original classification, he shall do so. If the employee is not able to return to his classification, but is able to perform work in another open classification, he shall be offered a position in that classification and his pay shall be commensurate with the salary or wage grade for that position.

38. VACATION LEAVE.

Vacation 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) Permanent employees covered by this contract, shall earn, based upon the employee's anniversary date, vacation leave as follows:

1-5 Years of Service	12 Days
6-10 Years of Service	15 Days
11-15 Years of Service	18 Days
16 Years and Over	20 Days

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

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

(e) 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.

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

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

#### 39. PERSONAL LEAVE DAY

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

#### 40. PAY ADVANCE

If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) 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.

#### 41. BULLETIN BOARDS

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

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

42. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are absent 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.

43. TRAINING ASSIGNMENTS

Both the Employer and the Union recognize <sup>the</sup> 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.

44. JURY DUTY

A permanent employee covered by this contract who serves on Jury Duty will receive his regular City pay and when he receives his check from the Court for Jury Duty he will turn that over to the City Controller. It is understood that if an employee serves on Jury Duty for only half a day, he is to return to work for the remainder of that day. The City in making its final adjustment of payment during the Jury Duty period, will only pay the difference for half a day and not the whole day, where applicable.

45. SAFETY COMMITTEE

A safety committee of employees and Employer representatives is hereby established. This committee will include for the employees, one Union employee 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.

46. HOSPITALIZATION

The Employer agrees to the following conditions regarding hospitalization insurance:

(a) The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, MVF Plan. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan. It shall further provide a prescription drug deductible provision.

(b) A permanent or temporary employee of the City may elect to take this hospitalization insurance at the time he becomes a City employee. A permanent City employee may also elect to take this hospitalization plan at the annual yearly opening period. A temporary employee will be required, if he elects to take this insurance, to pay the entire premium cost. A newly appointed permanent employee will be required, if he elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first six (6) months of his employment as this is his probationary period. At the end of this time, the City will assume the full cost for his hospitalization premium, 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.

47. LIFE INSURANCE COVERAGE

(a) The Employer agrees to pay the entire premium cost of \$5,000 of Life Insurance on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$5,000 of Life Insurance for retiring employees, 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>
\$ 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
16,000 and over	18,000

(c) Persons who take additional life insurance according to schedule (b) are entitled to subscribe to group life insurance for their family as follows:

<u>Coverage</u>	<u>Amount</u>
Spouse	\$1,500
Children	
- Birth to age 6 months	100
-Age 6 months to age 19	1,000

Cost of this coverage shall be \$1.00 per month and the premium shall be paid entirely by the employee.

#### 48. FUTURE NEGOTIATIONS

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

Submission of Union Demands	January 15, 1973
Submission of City's Answer	February 1, 1973
Negotiations to Begin By	February 15, 1973
Desired Conclusion of Negotiations	April 1, 1973

#### 49. UNION NEGOTIATING COMMITTEE

The bargaining committee of the Union will include not more than six (6) employees of the City of Ann Arbor and not more than two (2) of these shall be from any one department. It may also include non-employee representatives of Local 369 of the American Federation of State, County, and Municipal Employees, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee. The Employer will give to the Union in writing the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement.

Employee members of the bargaining committee will be paid by the City for time spent, during their normal working day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

50. FULL-TIME UNION OFFICIAL

IT IS UNDERSTOOD and agreed, in order to improve labor management relations between the Employer and the Union, the Union agrees to furnish one (1) full-time Union official, who shall be the President of Local #369, to obligate himself to care for Union management relationships on a full-time basis. While so engaged, he will continue to accrue seniority, receive full salary and other fringe benefits from the Employer; and, be covered by all other terms and provisions of the existing Agreement between the parties.

51. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A. Pensions.

The pension ordinance, as adopted by City Council in 1968, is herewith incorporated and made a part of this Agreement.

Appendix B. Salaries and Rates.

These schedules are as Follows:

SCHEDULE III

PAY RANGES AND CLASSIFICATIONS  
 CITY OF ANN ARBOR, MICHIGAN  
 JULY 1, 1972 THROUGH JUNE 30, 1973

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range No.</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Clerical, Administrative and Fiscal</u>				\$	\$	\$	\$	\$	\$
0001	Municipal Government Trainee (EEP)*								
0005	Clerk I	2	A	6115.20	6302.40	6510.40	6676.80	6884.80	7092.80
			BW	236.20	242.40	249.60	256.80	264.80	272.80
			H	2.94	3.03	3.12	3.21	3.31	3.41
0006	Clerk II	7	A	7092.80	7300.80	7529.60	7758.40	7987.20	8236.80
			BW	272.80	280.80	289.60	298.40	307.20	316.80
			H	3.41	3.51	3.62	3.73	3.84	3.96
0007	Clerk III	12	A	8236.80	8486.40	8736.00	9006.40	9276.80	9547.20
			BW	316.80	326.40	336.00	346.40	356.80	367.20
			H	3.96	4.08	4.20	4.33	4.46	4.59
0008	Clerk IV	20	A	10441.60	10753.60	11086.40	11419.20	11752.00	12105.60
			BW	401.60	413.60	426.40	439.20	452.00	465.60
			H	5.02	5.17	5.33	5.49	5.65	5.82
0010	Clerk Typist I	3	A	6302.40	6510.40	6676.80	6884.80	7092.80	7300.80
			BW	242.40	249.60	256.80	264.80	272.80	280.80
			H	3.03	3.12	3.21	3.31	3.41	3.51
0011	Clerk Typist II	8	A	7300.80	7529.60	7758.40	7987.20	8236.80	8486.40
			BW	280.80	289.60	298.40	307.20	316.80	326.40
			H	3.51	3.62	3.73	3.84	3.96	4.08

\* Rates of pay to be established as per individual position in accordance with program approval.

SCHEDULE III (CONT.)

Class Code	Class Title	Pay Range						
		No.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0041	Tabulating Equipment Operator II	14 A	8736.00	9006.40	9276.80	9547.20	9838.40	10129.60
		BW	336.00	346.40	356.80	367.20	378.40	389.60
		H	4.20	4.33	4.46	4.59	4.73	4.87
0045	Tabulating Supervisor	28 A	13228.80	13624.00	14040.00	14456.00	14892.80	15329.60
		BW	508.80	524.00	540.00	556.00	572.80	589.60
		H	6.36	6.55	6.75	6.95	7.16	7.37
<u>GENERAL ADMINISTRATION</u>								
0050	Administrative Assistant	24 A	11752.00	12105.60	12459.20	12833.60	13228.80	13624.00
		BW	452.00	465.60	479.20	493.60	508.80	524.00
		H	5.65	5.82	5.99	6.17	6.36	6.55
0055	Purchasing Agent	30 A	14040.00	14456.00	14892.80	15329.60	15787.20	16265.60
		BW	540.00	556.00	572.80	589.60	607.20	625.60
		H	6.75	6.95	7.16	7.37	7.59	7.82
0060	Personnel Technician	24 A	11752.00	12105.60	12459.20	12833.60	13228.80	13624.00
		BW	452.00	465.60	479.20	493.60	508.80	524.00
		H	5.65	5.82	5.99	6.17	6.36	6.55
0070	Information Aide	13 A	8486.40	8736.00	9006.40	9276.80	9547.20	9838.40
		BW	326.40	336.00	346.40	356.80	367.20	378.40
		H	4.08	4.20	4.33	4.46	4.59	4.73
0071	Public Information Officer	27 A	12833.60	13228.80	13624.00	14040.00	14456.00	14892.80
		BW	493.60	508.80	524.00	540.00	556.00	572.80
		H	6.17	6.36	6.55	6.75	6.95	7.16
<u>LEGAL</u>								
0080	Probation Agent	17 A	9547.20	9838.40	10129.60	10441.60	10753.60	11086.40
		BW	367.20	378.40	389.60	401.60	413.60	426.40
		H	4.59	4.73	4.87	5.02	5.17	5.33

SCHEDULE III (CONT.)

Class Code	Class Title	Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		No.						
0081	Probation Supervisor	28 A	13228.80	13624.00	14040.00	14456.00	14892.80	15329.60
		BW	508.80	524.00	540.00	556.00	572.80	589.60
		H	6.36	6.55	6.75	6.95	7.16	7.37
0085	Court Bailiff	11 A	7987.20	8236.80	8486.40	8736.00	9006.40	9276.80
		BW	307.20	316.80	326.40	336.00	346.40	356.80
		H	3.84	3.96	4.08	4.20	4.33	4.46
0086	Court Recorder	13 A	8486.40	8736.00	9006.40	9276.80	9547.20	9838.40
		BW	326.40	336.00	346.40	356.80	367.20	378.40
		H	4.08	4.20	4.33	4.46	4.59	4.73
0087	Court Warrant Officer	19 A	10129.60	10441.60	10753.60	11086.40	11419.20	11752.00
		BW	389.60	401.60	413.60	426.40	439.20	452.00
		H	4.87	5.02	5.17	5.33	5.49	5.65
0090	Deputy District Court Clerk	21 A	10753.60	11086.40	11419.20	11752.00	12105.60	12459.20
		BW	413.60	426.40	439.20	452.00	465.60	479.20
		H	5.17	5.33	5.49	5.65	5.82	5.99
0091	District Court Clerk	26 A	12459.20	12833.60	13228.80	13624.00	14040.00	14456.00
		BW	479.20	493.60	508.80	524.00	540.00	556.00
		H	5.99	6.17	6.36	6.55	6.75	6.95

FISCAL

ACCOUNTING

0105	Cashier	8 A	7300.80	7529.60	7758.40	7987.20	8236.80	8486.40
		BW	280.80	289.60	298.40	307.20	316.80	326.40
		H	3.51	3.62	3.73	3.84	3.96	4.08
0110	Accounting Clerk I	8 A	7300.80	7529.60	7758.40	7987.20	8236.80	8486.40
		BW	280.80	289.60	298.40	307.20	316.80	326.40
		H	3.51	3.62	3.73	3.84	3.96	4.08

SCHEDULE III (CONT.)

Class Code	Class Title	Pay Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		No.							
0111	Accounting Clerk II	12 A		8236.80	8486.40	8736.00	9006.40	9276.80	9547.20
		BW		316.80	326.40	336.00	346.40	356.80	367.20
		H		3.96	4.08	4.20	4.33	4.46	4.59
0115	Financial Analyst	24 A		11752.00	12105.60	12459.20	12833.60	13228.80	13624.00
		BW		452.00	465.60	479.20	493.60	508.80	524.00
		H		5.65	5.82	5.99	6.17	6.36	6.55
0120	Pre-Audit Supervisor	27 A		12833.60	13228.80	13624.00	14040.00	14456.00	14892.80
		BW		493.60	508.80	524.00	540.00	556.00	572.80
		H		6.17	6.36	6.55	6.75	6.95	7.16
0125	Accountant I	24 A		11752.00	12105.60	12459.20	12833.60	13228.80	13624.00
		BW		452.00	465.60	479.20	493.60	508.80	524.00
		H		5.65	5.82	5.99	6.17	6.36	6.55
0126	Accountant II	31 A		14456.00	14892.80	15329.60	15787.20	16265.60	16744.00
		BW		556.00	572.80	589.60	607.20	625.60	644.00
		H		6.95	7.16	7.37	7.59	7.82	8.05
<u>ASSESSMENT AND COLLECTION</u>									
0130	Parking Meter Collector	11 A		7987.20	8236.80	8486.40	8736.00	9006.40	9276.80
		BW		307.20	316.80	326.40	336.00	346.40	356.80
		H		3.84	3.96	4.08	4.20	4.33	4.46
0135	Water Meter Reader	11 A		7987.20	8236.80	8486.40	8736.00	9006.40	9276.80
		BW		307.20	316.80	326.40	336.00	346.40	356.80
		H		3.84	3.96	4.08	4.20	4.33	4.46
0140	Real Property Appraiser I	21 A		10753.60	11086.40	11419.20	11752.00	12105.60	12459.20
		BW		413.60	426.40	439.20	452.00	465.60	479.20
		H		5.17	5.33	5.49	5.65	5.82	5.99

SCHEDULE III (CONT.)

Class Code	Class Title	Pay Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		No.							
0012	Clerk Typist III	12	A	8236.80	8486.40	8736.00	9006.40	9276.80	9547.20
			BW	316.80	326.40	336.00	346.40	356.80	367.20
			H	3.96	4.08	4.20	4.33	4.46	4.59
0015	Clerk Stenographer I	4	A	6510.40	6676.80	6884.80	7092.80	7300.80	7529.60
			BW	249.60	256.80	264.80	272.80	280.80	289.60
			H	3.12	3.21	3.31	3.41	3.51	3.62
0016	Clerk Stenographer II	9	A	7529.60	7758.40	7987.20	8236.80	8486.40	8736.00
			BW	289.60	298.40	307.20	316.80	326.40	336.00
			H	3.62	3.73	3.84	3.96	4.08	4.20
0017	Clerk Stenographer III	13	A	8486.40	8736.00	9006.40	9276.80	9547.20	9838.40
			BW	326.40	336.00	346.40	356.80	367.20	378.40
			H	4.08	4.20	4.33	4.46	4.59	4.73
0020	Administrative Secretary	17	A	9547.20	9838.40	10129.60	10441.60	10753.60	11086.40
			BW	367.20	378.40	389.60	401.60	413.60	426.40
			H	4.59	4.73	4.87	5.02	5.17	5.33
<u>OFFICE MACHINE OPERATION</u>									
0025	PBX Operator	5	A	6676.80	6884.80	7092.80	7300.80	7529.60	7758.40
			BW	256.80	264.80	272.80	280.80	289.60	298.40
			H	3.21	3.31	3.41	3.51	3.62	3.73
0030	Offset Press Operator	20	A	10441.60	10753.60	11086.40	11419.20	11752.00	12105.60
			BW	401.60	413.60	426.40	439.20	452.00	465.60
			H	5.02	5.17	5.33	5.49	5.65	5.82
0035	Keypunch Operator	6	A	6884.80	7092.80	7300.80	7529.60	7758.40	7987.20
			BW	264.80	272.80	280.80	289.60	298.40	307.20
			H	3.31	3.41	3.51	3.62	3.73	3.84
0040	Tabulating Equipment Operator I	8	A	7300.80	7529.60	7758.40	7987.20	8236.80	8486.40
			BW	280.80	289.60	298.40	307.20	316.80	326.40
			H	3.51	3.62	3.73	3.84	3.96	4.08

Clerical, administrative and fiscal members only shall, in addition to their pay plan, receive the following longevity payments.

The following dollar amounts and a number of years will be the schedule in which employees of the City will be paid for their years of service:

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

The above cash payment, where applicable, will be paid to the employee on December 15th of each calendar year if she or he has completed the years of service as required in table by December 1st.

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

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

Union clerical employees will be equalized with their non-Union counterparts as of July 1, 1972.

Non-Clerical Salaried Positions

		Base Salary Rates				Longevity Salary Rates			
		Minimum	Intermediate		Maximum	7 Yrs.	12 Yrs.	18 Yrs.	25 Yrs.
		Rate	Rates		Rate	Service	Service	Service	Service
		(1)	(2)	(3)	(4)	(1L)	(2L)	(3L)	(4L)
						Rate	Rate	Rate	Rate
Parking Facilities Attendant I	Annual	8,095	8,339	8,674	9,004	9,279	9,674	10,007	10,402
	Hourly	3.892	4.009	4.170	4.329	4.461	4.651	4.811	5.001
Janitor	Annual	8,154	8,545	8,880	9,212	9,668	10,001	10,456	10,910
	Hourly	3.92	4.108	4.269	4.429	4.648	4.808	5.027	5.245
Parking Facilities Attendant II	Annual	8,674	9,004	9,279	9,674	10,007	10,402	10,797	11,188
	Hourly	4.170	4.329	4.461	4.651	4.811	5.001	5.191	5.379
Engineering Aide	Annual	9,004	9,279	9,674	10,007	10,402	10,797	11,188	11,644
	Hourly	4.329	4.461	4.651	4.811	5.001	5.191	5.379	5.598
Survey Instrument- man Waste Water Plant Operator	Annual	9,279	9,674	10,007	10,402	10,797	11,188	11,644	12,070
	Hourly	4.461	4.651	4.811	5.001	5.101	5.379	5.598	5.803
Water Plant Operator I Sr. Waste Water Plant Operator Draftsman	Annual	9,674	10,007	10,402	10,797	11,188	11,644	12,070	12,586
	Hourly	4.651	4.811	5.001	5.191	5.379	5.598	5.803	6.051
Engineering Tech. Chemist I Calciner Operator	Annual	10,402	10,797	11,188	11,644	12,070	12,586	13,071	13,584
	Hourly	5.001	5.191	5.379	5.598	5.803	6.051	6.284	6.531
Construction Inspector	Annual	10,910	11,365	11,881	12,336	12,911	13,458	14,034	14,704
	Hourly	5.245	5.464	5.712	5.931	6.207	6.470	6.747	7.069

		Base Salary Rates			Longevity Salary Rates		
		Minimum	Maximum	5 Yrs.	10 Yrs.	16 Yrs.	23 Yrs.
		Rate	Rate	Service	Service	Service	Service
		(1)	(2)	(1L)	(2L)	(3L)	(4L)
Parking Attendant	Annual	7,885	8,095	8,339	8,674	9,004	9,279
	Hourly	3.791	3.892	4.009	4.17	4.329	4.461
Garage Attendant I	Annual	8,674	9,004	9,279	9,674	10,007	10,402
	Hourly	4.17	4.329	4.461	4.651	4.811	5.001
Laborer	Annual	9,173	9,279	9,674	10,007	10,402	10,797
	Hourly	4.41	4.461	4.651	4.811	5.001	5.191
Wrecker Driver Equipment Operator I Park Caretaker Garage Attendant II	Annual	9,279	9,674	10,007	10,402	10,797	11,188
	Hourly	4.461	4.651	4.811	5.001	5.191	5.379
Equipment Operator II Cement Finisher Tree Trimmer Automotive Parts Man Pipeman Sewer Maintenceman	Annual	9,674	10,007	10,402	10,797	11,188	11,644
	Hourly	4.651	4.811	5.001	5.191	5.379	5.598
Water Meter Repairman Pumping Station Maintenance Man Maintenance Repairman	Annual	10,007	10,402	10,797	11,188	11,644	12,070
	Hourly	4.811	5.001	5.191	5.379	5.598	5.803

		Base Salary Rates		Longevity Salary Rates			
		Minimum	Maximum	5 Yrs.	10 Yrs.	15 Yrs.	23 Yrs.
		Rate	Rate	Service	Service	Service	Service
		(1)	(2)	(1L)	(2L)	(3L)	(4L)
Equipment Operator III	Annual	10,402	10,797	11,188	11,644	12,070	12,586
Auto Mechanic	Hourly	5.001	5.191	5.379	5.598	5.803	6.051
Parking Meter Repairman							
Greenskeeper							
Sign Painter							
Maintenance Mechanic	Annual	10,797	11,188	11,644	12,070	12,586	13,071
	Hourly	5.191	5.379	5.598	5.803	6.051	6.284
Master Mechanic	Annual	11,188	11,644	12,070	12,586	13,071	13,584
	Hourly	5.379	5.598	5.803	6.051	6.284	6.531

		Base Salary Rates				Longevity Salary Rates			
		Minimum	Intermediate		Maximum	7 Yrs.	12 Yrs.	18 Yrs.	25 Yrs.
		Rate	Rates		Rate	Service	Service	Service	Service
		(1)	(2)	(3)	(4)	(1L)	(2L)	(3L)	(4L)
Caseworker II	Annual	11,881	12,336	12,911	13,458	14,034	14,704	15,309	16,037
Rehabilitation Specialist	Hourly	5.712	5.931	6.207	6.470	6.747	7.069	7.360	7.710
Inspectors:									
Housing									
Sign									
Building									
Electrical									
Heating									
Refrigeration									
Plumbing									
Mechanical Equipment									
Site Construction									
Administrative	Annual	11,188	11,644	12,070	12,586	13,071	13,584	14,161	14,764
Development Coordinator	Hourly	5.379	5.598	5.803	6.051	6.284	6.531	6.808	7.098
Radio & Traffic Controller									
Technician									
Chief Inspector:	Annual	12,336	12,911	13,458	14,034	14,704	15,309	16,037	16,794
Sign	Hourly	5.931	6.207	6.470	6.747	7.069	7.360	7.710	8.074
Building									
Electrical									
Heating									
Refrigeration									
Plumbing									

Appendix C.      Job Descriptions.

The job descriptions for the employee classifications covered by this Agreement are made by this reference a part of this Agreement.

Appendix D.      Exempt List of Classes.

The following indicates the positions in the covered departments that are exempt from the agency shop provision and ineligible for Union membership through an understanding of both parties to this Agreement. These positions are exempt on the basis of being either administrative, supervisory or professional.

Deputy City Clerk  
Parking Supervisor  
Parking & Traffic Operations Supervisor  
Administrative Assistant  
City Clerk  
Supt. of Parks and Recreation  
Civil Engineer  
Senior Civil Engineer  
Principal Civil Engineer  
Assistant Waste Water Treatment Plant  
    Superintendent  
Water Plant Superintendent  
Waste Water Treatment Plant Supt.  
Chief Civil Engineer  
Director of Parking & Traffic Engineering  
Utilities Superintendent  
Streets and Sewer Maintenance Supt.  
Garage & Refuse Superintendent  
Superintendent of Public Works  
City Forester  
Architect  
Airport Manager  
Landscape Architect  
Director of Code Enforcement  
Assistant Director of Code Enforcement  
Assistant Supt. of Parks & Recreation  
Senior Landscape Architect  
Pool and Rink Coordinator  
Recreation Facilities Manager  
Asst. Recreation Facilities Manager  
Golf & Skating Specialist

Engineering Bureau Supervisor  
Director of Building & Safety Engineering  
Chief Housing & Zoning Inspector  
Traffic Sign Supervisor  
Communication and Signal Supervisor  
Chemist II  
Bacteriologist  
Water Main Foreman I  
Water Main Foreman II  
Labor Foreman  
Refuse Foreman  
Refuse Supervisor  
Sewer Maintenance Foreman  
Street Maintenance Supervisor  
Garage Supervisor  
Sign Maintenance Supervisor  
Park Maintenance Supervisor  
Golf Course Supervisor  
Construction Supervisor  
Maintenance Supervisor  
Cement Finisher Foreman  
Forestry Foreman  
Airport Maintenance Supervisor  
Parks Foreman  
Water Plant Operator II  
Principal Waste Water Plant Operator  
Pumping Station Supervisor  
Operations Supervisor  
Water Office Supervisor  
Director of Central Services  
Garage and Motor Pool Manager  
Assistant Director of Central Services  
Garage Supervisor  
Building Custodian  
Assistant Building Custodian

Plus one personal secretary per department to be appointed by the department head, with the name of the person so appointed forwarded to the Union President.

! 52. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 1973. If either party desires to modify or change this Agreement, it shall follow the procedure for negotiations as set forth in Paragraph 20 and 47.

53. WAIVER CLAUSE

During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding any lawful subject of collective bargaining. For the life of this Agreement, each party agrees that the other is not obligated to bargain collectively regarding any subject, whether or not referred to in this Agreement, except by mutual agreement. This shall be true even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

54. EFFECTIVE DATE

This Agreement shall become effective on July 1, 1972.

55. SEPARABILITY

If any section, subsection, sentence or phrase of this Agreement is held invalid by a court, the remainder of the Agreement shall remain in full force and effect. Ten copies of the final contract will be given to the Union for proof reading before the signing of the contract. Copies to be proof read will include pay charts in the back of the contract.

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

CITY OF ANN ARBOR

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

By Robert J. Harris  
Robert J. Harris, Mayor

By William C. Chase  
Title President

By Harold R. Saunders  
Harold R. Saunders,  
City Clerk

By Yehon W. Wething  
Title Member Negotiating Committee