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AGREEMENT  
BETWEEN CITY OF SAGINAW  
AND  
SAGINAW MUNICIPAL SALARIED  
EMPLOYEES' ASSOCIATION

*Saginaw, City of*



*City of Saginaw  
City Hall - Room 104  
1315 So. Washington Ave.  
Saginaw, Mich. 48601*

EFFECTIVE JULY 1, 1974  
THROUGH JUNE 30, 1976

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WITNESSETH

In consideration of the promises and the mutual covenants and promises of the parties, hereto, it is hereby agreed as follows:

PREAMBLE

1.00 Purpose

It is the Purpose and Intent of the parties to this Agreement to set forth the general policy of the City on personnel and procedure for its employees; to establish uniform and equitable rates of pay and hours of work; to provide for a disposition of grievances; and to improve the efficiency of all municipal services so that the citizens of Saginaw can be assured of the greatest return for their tax dollar.

2.00 Recognition

Council Resolution dated March 4, 1968 that the Saginaw Municipal Employee's Club (now known as the Saginaw Municipal Salaried Employees' Association) be recognized as the exclusive bargaining representative for all employees in the classifications indicated in Council Petition A-11831 which was adopted unanimously.

3.00 Unit: Defined

For the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work and other terms and conditions of employment, the City recognizes the Saginaw Municipal Salaried Employees' Association as the exclusive representative and agent for all full-time clerical, fiscal, engineering, technical, welfare, recreation and those crafts, maintenance and supervisory employees listed in Appendix B.

4.00 Terms: Defined

The term "employee" as used in this Agreement shall mean any employee who is eligible for membership in the Association, within the bargaining unit, as described in Paragraph 2.00 above. The term "employer" or "City" as used in this Agreement shall mean the City of Saginaw or its designated representative. The term "Association" as used in this Agreement shall mean the Saginaw Municipal Salaried Employees' Association known earlier as the Saginaw Municipal Employees' Club.

4.10 The term "permanent employee" within the meaning of this Agreement shall consist of workers appointed to and holding permanent status in the classified service and shall not apply to the following:

4.11 Employees hired on a temporary, part-time, seasonal, provisional or emergency status.

4.12 Employees serving an original probationary period.

4.13 Employees who are hired for a position less than 8 hours per day, 40 hours per week, or 2080 hours per year.

#### 4.20 Retirement

Retirement means actual withdrawal from the labor market by a person entitled to benefits under Municipal Employees Retirement System and not merely a change in jobs. Deferred retirement does not qualify for the unused sick leave payment and hospitalization benefits if the employee is merely resigning to accept another position or go to other full-time employment. (Note references to "retirement" in Sections 26.50 and 36.20)

### 5.00 Agency Shop & Payroll Deduction

#### 5.10 Agency Shop

No employee shall be required to join the Saginaw Municipal Salaried Employees' Association but all employees who fall under the terms of the Agreement and are not members of the Association shall pay an amount equal to the Association dues to the Saginaw Municipal Salaried Employees' Association.

#### 5.20 Payroll Deduction

During the terms of this Agreement the amount will be deducted by the Finance Department from the employee's

pay. The employee must first sign a payroll deduction authorization card giving the Finance Department the authorization for said deduction. The Finance Department shall then promptly remit any and all amounts so deducted to the Treasurer of the Saginaw Municipal Salaried Employees' Association.

5.21 The Saginaw Municipal Salaried Employees' Ass'n. agrees to indemnify and save the employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employee's compliance with the provisions of this article 5.00.

6.00

#### Management Rights

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire,

assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combined lay-offs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules, (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

7.00 No Strike Clause

The Association and its members acknowledge that work stoppages or strikes are against the law. Therefore, the Association shall not cause or permit its members to cause, nor shall any member of the Association take part in any sit-down, stay-in, slow-down, or curtailment of work or interference with the work of the City. The Association shall not cause or permit its members to cause, nor shall any member of the Association take part in any strike or stoppage of any of the City's operations.

The City shall have the right to discipline or discharge any employee participating in any way in any violation of this Section. The City shall have the right, in the event of violation of this Section to cancel this Agreement by notice in writing to the Association in addition to any remedies it may have for violation by law.

8.00 Representation

All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiating by a grievance committee and bargaining committee chosen by the employees. Nothing herein contained shall abridge the right of the individual to process his own grievance in accordance with Section 12.00.

9.00 Bargaining Committee

The Bargaining Committee shall be composed of 3 employees from within the bargaining unit and/or such other Association officers and representatives as are indicated in Article 10.00. In no event shall the combined number of employees on the Bargaining Committee as provided exceed 4.

9.10 Grievance Committee

The Grievance Committee shall be composed of 3 employees from within the bargaining unit and/or such other Association officers and representatives as are indicated in Article 10.00.

9.20 Payment of Committee Members

Committee members or alternates shall be paid by the employer for time lost in processing of negotiations or grievances related to the City of Saginaw only during their regularly scheduled working hours at their regularly scheduled earned rate, provided they have been authorized by the employer to be absent from their regular work assignments to process such negotiations or grievances. To facilitate the accurate preparation of payrolls, the employee shall be required to follow the proper reporting procedures when leaving his regular job assignments to process such negotiations or grievances.

9.30 Committee Members or Alternates

Committee members or alternates shall be governed by established rules as indicated in the grievance procedure. However, the Association President, and/or executive officer of the Association may absent themselves without pay from their assigned work to handle Association

business when arrangements are made as far in advance as possible, providing their presence is not required on the job, and would not create an abnormal work load or shortage of personnel.

- 9.40 Meetings: Designated employee Association elected officers and trustees may meet not more than 1 hour per month, during working hours for official Association business. A designated room on City property will be available for the length of this Agreement unless both parties agree to modification of this Paragraph.

Time spent in carrying on Association business shall not be excessive and detrimental to the employee's job or department operations. The City will have the right to disapprove time off when it is felt by the department that the time away from the job is excessive. The City's decision to deny time off the job will be basis for filing a grievance. In addition, not more than 2 employees from the same department shall attend at any one time. This language shall apply to paid time away from the job by members of the grievance or negotiating committee, or executives of the Association.

- 10.00 List of Officers: The names of Association officers, committee members or alternates in each division shall be given, in writing, to the employer. No Association official, committee member or alternate shall function as such until the employer has been advised of his selection in writing by the officers of the Association. Any changes in officers, committee members or alternates shall be reported to the employer in writing as far in advance as possible.

- 11.00 Special Conditions of Officers: Any Association officer, committee member or alternate having an individual grievance in connection with his own work may ask for a member of the grievance committee to assist him in adjusting the grievance.

- 12.00 Rights of Individual and/or Association: In the event an individual employee desires to represent himself in the processing of his own grievance, the employer will notify the Association of his intent. The Association shall be allowed to have a silent observer witness any discussion and adjustments of the grievance. Any adjustments which may result therefrom shall not be inconsistent with the terms of this Agreement.

12.10 If the Association is aggrieved, the Association may pursue the grievance as outlined in Article 13.00 by substituting the term Association in place of the term employee.

13.00 Grievance Procedure

A grievance is defined as an alleged violation of a specific article or section of this Agreement.

Section 13.10.1 Step One. Within 5 working days of the time a grievance arises, the employee or Association will present the grievance to his supervisor orally. Within 5 working days after presentation of grievance, the supervisor shall give his answer orally to the employee.

Section 13.10.2 Step Two. If the grievance is not resolved in Step One, the employee may, within 5 working days of receipt of supervisor's oral answer, submit to the supervisor a signed, written "Statement of Grievance." A copy shall be given to the principals involved at the same time. The "Statement of Grievance" shall name the employee involved; shall state the facts giving rise to the grievance; shall identify all the provisions of this Agreement alleged to be violated by appropriate reference; shall state the contention of the employee and of the Association with respect to these provisions; shall indicate the relief requested; and shall be signed by the employee involved or an officer of the Association on behalf of the Association.

Section 13.10.3 The supervisor or his designated representative shall give the employee an answer in writing no later than 3 working days after receipt of the written grievance. If further investigation is

needed, additional time may be allowed by mutual agreement of the supervisor and the Association.

Section 13.10.4 Step Three. If the grievance is not resolved in Step Two, the department head and/or other representatives of the City; and employee and/or representatives of the Association shall meet within a reasonable time, not to exceed 1 week unless a longer time is mutually agreed upon between the parties to discuss the grievance.

Section 13.10.5 Within 5 days after receiving an answer from the department head, the employee and/or his representative may request the Personnel Director to call a meeting which will include the department head, the complainant and any other persons involved in the complaint. The Personnel Director will preside at the meeting and hear the entire case and obtain all the facts.

Section 13.10.6 The Personnel Director will make a complete report of his findings and submit these to the City Manager. The decision of the City Manager shall be in writing and shall be final.

### 13.20 Complaints involving Suspensions, Demotions or Removals

The Personnel Advisory Board as set up in the City Charter shall investigate complaints made to it in writing by any officer or employee in the bargaining unit who is suspended, demoted or removed, and report its findings in writing to the City Manager. The complaint, findings and decision shall be filed with the City Clerk.

14.00

Permanent Status and Seniority

Status as a permanent employee shall be acquired by: 1) being appointed to a permanent position and successfully completing the probationary period or, 2) by remaining in the employ of the City continuously for 1 year.

14.10 The probation period for a new employee shall be limited to one 6 month period, unless extended for a good cause for up to an additional 6 months by the department head and City Manager. The maximum period any employee shall remain on probation shall be 1 year.

14.20 Seniority shall start from the first day of continuous, consecutive employment by the City.

14.30 Full time employees granted authorized leaves of absence shall have the authorized time computed for seniority benefits.

15.00

Seniority Lists

When a permanent employee acquires seniority, his name shall be placed on the City wide departmental, divisional and classification seniority lists.

16.00

Departmental-Classification and Divisions

Seniority shall be accrued in the following areas and in the following manner:

16.10 City wide seniority shall be the length of uninterrupted employment with the City commencing with the latest date of hiring.

16.20 Departmental seniority shall be determined to be the amount of accumulated service within a department.

16.30 Divisional seniority shall be determined to be the amount of accumulated service within a division.

16.40 Classification seniority shall be determined to be the amount of accumulated service within a classification.

17.00

Longevity Compensations

Rules governing payment of longevity compensations are as follows:

17.10 Longevity compensation will be granted to employees upon the completion of 5 years of service with the City and additional increments will be paid at the completion of 5 year intervals thereafter up to and including 20 years of service.

17.20 Longevity compensation is based upon total, continuous uninterrupted length of service with the City and does not relate to the length of time served in a particular classification.

17.30 Longevity compensation will be paid to permanent employees who have served the equivalent of 5, 10, 15 and 20 years of service at the rate of 2080 hours equaling 1 year of service.

17.40 Longevity increments shall be at the following rates:

2% of annual rate upon completion of 5 years of continuous full time.

4% of annual rate upon completion of 10 years of continuous full time.

6% of annual rate upon completion of 15 years of continuous full time.

8% of annual rate upon completion of 20 years of continuous full time.

17.50 It is provided, however, that only the first \$9,000.00 per annum base rate shall be used in the compensation of longevity payments.

17.60 Time spent on military leave or other authorized leaves of absence will be used in computing continuous service for the purpose of computing longevity compensation.

18.00 Layoffs and Recalls

18.10 Procedures for:

Layoffs and recalls will be based upon seniority within classification, within the division, provided the senior employee possesses the ability to do the

work required in the division. An employee in a higher related classification may enter in any lower classification within the division, the duties of which he is capable of performing, or he may after being laid off 5 working days, displace any other junior employee in a lateral classification or any employee in a lower classification on a department wide basis; provided he has the ability to do the required work. After an additional 5 work days he may displace any other employee, in a lateral or lower classification within the bargaining unit, provided he has the ability to do the work required.

18.20 Employees will be returned to their own division before any other laid off employee, with less seniority, is recalled or returned to that division, provided they are capable of performing the available work.

18.30 Employees who exercise their seniority under this section shall be paid at the same relative position in a lateral assignment or at the highest pay rate paid for a lower classification assignment, as long as that rate is not higher than his current rate of pay.

19.00 Layoff Benefits: On or before January 1, 1975 the City shall adopt its own unemployment compensation plan in accordance with MCLA Section 421.13 and pursuant to MCLA 421.501 as provided for in Act No. 1 of the Public Acts of the Extra Session of 1936 as amended.

20.00 Affirmative Action

20.10 Affirmative Action Statement

The Association and the City, agreeing to abide by the law and recognizing the necessity of justice and equality in hiring practices, jointly concur in resolution to work together to prevent discrimination as defined by law; to avoid acquiescence to reductions of standards of performance and personnel; and to continue to provide the citizens of the City of Saginaw with competent and efficient service.

Procedures for Filling Vacancies

- 21.10 Requisition: When a vacancy occurs in a department in the City service, the department head will prepare the Personnel Requisition form and submit it to the City Manager or his representative. The Personnel Director will determine the proper class in which the position belongs; write a job description and proceed to have the position filled. If a register of eligibles is available, certification will be made in the manner prescribed in the next section.
- 21.20 Certification of Candidates: In the filling of vacancies, the names certified to the department head shall be those of the 3 persons listed highest on the proper register. If there is more than 1 vacancy, the Personnel Director will certify 2 names more than the existing vacancies. The following registers of names for certification will be used by the Personnel Director in the order of priority indicated: 1) Re-employment Register; 2) Transfer Register; 3) Promotion Register; 4) Resignation Register; 5) Eligible Register. In the event that there are no names or an insufficient number appearing on any register, the Personnel Director may certify from registers having lower priority.
- 21.21 Re-employment Register. Permanent employees separated from the service through no fault of their own, such as layoff, will be placed on a Re-employment Register in the order of the length of continuous service with the City as in accordance with Section 18.10.

The eligibility of candidates on the Re-employment Register will expire 1 year from the date on which they became entitled to re-employment rights. Continuation may be granted upon application to the Personnel Director

and approval by the City Manager.

- 21.22 Transfer Register. If an employee wishes laterally to be transferred to another department, he may so notify the Personnel Director, providing he has satisfactorily completed his probation period and the department heads involved approve the transfer. The employee shall then be placed on the Transfer Register. No employee may request a volunteer transfer within 1 year of a previous transfer.
- 21.23 Promotion Register. As a result of a promotional examination (i.e. one restricted to City employees) this register shall be used for filling vacancies. No person shall be eligible for promotional examination until he has completed at least 1 year of service as a regular employee and has the other necessary qualifications. Provided, however, that exceptions may be made for the good of the service.
- 21.24 Resignation Register. Employees who resign their positions may, at the discretion of the Personnel Director, be placed on a Resignation Register providing for consideration for re-employment in the classification from which the resignation was made, for 1 year from the effective date of such resignation and provided such action is approved by the head of the department from which they have resigned. The ranking of such employees on the register will be determined by their relative efficiency and length of service with the City.
- 21.25 Eligible Register. The names of properly qualified members of the general public and City employees shall be placed in

rank order on appropriate eligible registers. The individual scoring highest on the examination standing first.

21.30 Reclassification: When the incumbent of any position through diligent and intelligent application to his work develops his position by the assumption of additional and progressively more difficult duties and responsibilities, so that it warrants a higher classification, the City Manager shall determine whether the incumbent should be given status in such higher classification without promotional examination or whether the best interests of the service will be served by conducting a competitive promotional examination for the position.

21.40 Employee Preference: City employees who have been in the employ of the City for at least 1 year and who are eligible following competition in an open competitive examination will be entitled to have 5 points added to their earned ratings.

22.00 Removal from Registers

The name of any person appearing on a register may be removed by the Personnel Director if the registrant requests in writing that his name be removed, or if he cannot be located by postal authorities or other means of ordinary communication within 5 days following the date of notification. The registrant's name may also be removed if he has been certified for appointment 3 separate times and has not been appointed, or if he has waived appointment twice in the same class of position. His name may also be removed if he fails to respond to any request for interview. A registrant may at anytime request that his name be temporarily withdrawn from the register with the approval of the Personnel Director.

23.00 Appointments and Probation Period

All appointments are made for a probation period

of 6 consecutive months, during which time the employee's performance is subject to close review as to his competency to carry out the assignments of the position. The probation period shall be regarded as an integral part of the examination process and shall be used for closely observing the employee's work; for obtaining the most effective adjustment of the new employee to his position; and for rejecting any employee whose performance does not meet the required standards. This period supplements the formal examination selection methods and is the final determination of whether the person should be given permanent status to the new position.

A new employee serving his probationary period may be released at any time without the right of appeal or hearing provided the department head submits to the Personnel Director a written report setting forth the reasons for the release, a copy of this report to be given the employee upon his request. The Personnel Director may, on the basis of this report, reinstate the employee to his former position on the register should such action appear to be for the best interests of the service.

The City Manager may, upon request of the department head, extend this probationary period to a maximum of an additional 6 months if, in his opinion, it is necessary.

Permanent status will be given to any employee who satisfactorily completes his 6 months probationary period (or an extended probationary period) in the position to which he was appointed.

- 23.10 When a position is changed from a temporary to a permanent status, the provisions set forth in the following sub-sections shall apply:
  - 23.11 If the appointment was made from a register, the probationary period shall be dated from the time the person was appointed to the temporary position.
  - 23.12 If the temporary appointee's name was not on a register certified to the appointing author-

ity, the procedure covering provisional appointments shall apply.

23.13 Probationary employee accrues vacation and sick leave benefits but cannot use these accruals until satisfactory completion of the probationary period.

24.00 Overtime and Premium Pay

24.10 Work Hours and Premium Pay Rates.

The established normal minimum work week for permanent City employees shall be 40 hours.

24.20 Overtime: General

24.21 All work performed by permanent employees shall be scheduled so as to reduce to a minimum the performance of overtime work. Department heads may specifically authorize overtime work when emergencies arise making it necessary, and permanent employees who work such overtime will be compensated at time and one half, in either compensatory time off or in cash. Such compensatory time off shall be taken at the discretion of the department head so as not to seriously impair or obstruct the work of his department.

24.22 Provided, however, that payment to permanent employees for overtime worked in emergency situations may be authorized by the City Manager in the following instances:

24.22A Where the absence of employees from their regular work, while taking compensatory time off to which they are entitled by virtue of the above section, would seriously impair or obstruct the work of a division or department, the City Manager may authorize retention of such employee or employees on the job during their normal work day, or fractional part thereof, payment for such service to be made when such retention is for one hour or more and shall be made at a rate equal to the hourly equivalent of the employee's annual salary.

24.22B Where a department is confronted with a work schedule that is impossible to complete without the performance of overtime, due to a shortage of qualified load, the City Manager may authorize payment to certain employees before such overtime is worked at the rate of one and one-half times the hourly equivalent of their straight time rate.

24.23 When an employee reports for work when called in outside of his scheduled shift, he shall be paid at the rate specified in this Agreement for the hours worked, but in no event shall he be paid for less than 2 hours work.

25.00 Vacations

25.10 Request for any type of vacation shall be made on the prescribed form and shall, whenever possible, be made far enough in advance to permit approval. However, vacation with pay may be granted where an employee is unable, by reason of illness or other incapacity, to file application for leave in time for payment for such absence on the payroll for the period in which the absence occurred.

25.20 Vacation Schedule. Vacation for permanent employees should be scheduled in weekly periods. Annual vacation for period of less than 1 week will be allowed only when it is necessary for the good of the service.

25.21 The vacation schedule is as follows:

| <u>Time in Service</u>      | <u>Vacation Per Year</u> | <u>Days Earned Per Month</u> |
|-----------------------------|--------------------------|------------------------------|
| Less than 5 years           | 10 days                  | .84                          |
| Over 5 years, less than 10  | 15 days                  | 1.25                         |
| Over 10 years, less than 15 | 17 days                  | 1.42                         |
| Over 15 years               | 20 days                  | 1.67                         |

Any employee currently receiving more vacation than the above schedule provides will continue that amount until his length of service justifies more.

25.22 Vacation time will be computed from the employee's last date of hire.

25.23 Maximum vacation accumulation will be limited to twice the employee's annual accrual rate.

25.24 Time lost by an employee by reason of leave of absence

without pay or time otherwise not worked or paid for shall not be considered in computing earned allowance on annual leave.

25.25 An employee who is taken ill while absent on authorized annual leave, may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on vacation.

26.00 Sick Leave

Each permanent employee may accumulate sick leave at the rate of 12 working days per year. All such employees shall have their accumulated sick leave reduced by 1 day for each working day of approved absence due to illness.

26.10 Reporting Sick Leave

Employee will notify department by the normal starting time or at least no later than 15 minutes thereafter for each day that he is ill and will not be able to report to work except when employee is under care of a medical facility. Failure to call in shall waive payment of paid sick leave. Employee shall contact his supervisor or the designated person in the department that will receive such calls.

26.20 Accumulated Sick Leave

Sick leave shall begin to accrue as of the date an employee enters the service of the City, but may not be taken until he has been in the service of the City for at least 6 months. Should any employee be absent because of illness during his probation period, he shall be placed on leave of absence without pay.

Sick leave may be accumulated if not used during the year, but the total accumulation shall not exceed 180 days. Sick leave will not be allowed for any day on which an employee would not have otherwise worked.

#### 26.30 Anticipated Sick Leave

Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent upon the employee's previous sick leave record and must be approved by the employee's department head, Personnel Director and the City Manager.

If granted, upon separation from the service, the employee shall be charged for sick leave taken in excess of the amount accumulated.

#### 26.40 Physician's Certificate

A certificate of inability to work by reason of illness from a licensed doctor of medicine, examination by the Health Officer or other physician designated by the City Manager, and such other evidence of illness and inability to work as the City Manager may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed. When an employee has been absent 5 days or more because of illness, before returning to work he will be required to report to the Health Clinic personnel who will make a report of the illness and authorize the employee's return to work. Department heads shall not allow any employee to return without authorization from the Health Officer, which shall be made on the proper form. In cases of extended absence on approved sick leave, it will be necessary to submit an Absence Report every 2 weeks so that the Health Officer can investigate the nature of the illness. The supervisor or superintendent should keep informed concerning the employee's whereabouts; if the circumstances are uncertain, the supervisor should contact the employee or his family to determine the probable date of return and advise the department or division head concerning his findings. Any question arising under the provi-

sions of this and the regulation providing for sick leave for injured employees including, but not limited to allowance of sick leave, and authorization of payment of compensation for time allegedly lost due to illness shall be determined by the City Manager and his decision shall be final.

#### 26.50 Sick Leave Upon Retirement or Death

Payment of 1/2 the unused sick leave earned at death or upon date of retirement, as defined in Section 4.20, shall be paid by the City up to the maximum of 90 days.

#### 26.60 Injury Time

Each permanent employee who is unable to work as a result of an injury arising out of and in the course of his employment, shall receive full pay for a period not to exceed 4 weeks following date of injury and 75% of regular pay for any such time lost in the subsequent 48 weeks, provided that a committee composed of the City Manager, City Attorney and Health Officer may grant an additional 25% in individual cases upon a showing of merit during the 48 weeks period; and provided further that the committee determination shall be reviewed at least once in each 4-week period. Payment shall be made as follows:

Such an employee shall be paid an amount, which together with the weekly workmen's compensation benefits to which he may be entitled, shall equal in the case of salaried employees, his regular semi-monthly salary rate, at the time of the injury. Further payments shall then be made as required under the provisions of the Workmen's Compensation Act (Act 10 of Public Acts of 1912. First Extra Session, as amended). Provided that no employee, on or after the commencement date of any pension to which said employee may be entitled by reason of

employment by the City of Saginaw, shall be entitled to further benefit as provided herein.

When an employee has been unable to work, as hereinbefore provided, for such time as to be entitled to Workmen's Compensation benefits for the first week of disability, said employee shall refund to the City an amount equal to the amount of Workmen's Compensation benefits payable for said first week of disability. It is intended hereby that no employee shall receive more than his regular semi-monthly salary or weekly wage by reason of the provisions of this section.

Sick leave and annual leave shall accrue while the employee continues to receive injury time benefits or the sick leave benefits described below. Sick leave and annual leave shall cease to accrue while an employee is receiving Workmen's Compensation only. An employee who becomes disabled or continues to be disabled more than 1 year after the date of an injury which arose out of and in the course of his employment may use accumulated sick leave to supplement Workmen's Compensation benefits so that in the case of salaried employees, his regular semi-monthly salary rate at the time of injury, said accumulated sick leave to be used in such case as follows:

1/2 day of sick leave for each work day the employee is absent.

In order to receive injury leave benefits, the employee must contact the Health Clinic for an appointment.

Irrespective of any other provision of this section, in the event an employee receives, or becomes entitled to receive payments under this section, the City shall be subrogated to all the employee's rights of recovery against any person or organization to the extent of benefits which the City pays or becomes liable to pay. This right of subrogation shall be in

addition to any rights the City may have under the provisions of the Michigan Workmen's Compensation Act.

27.00 Emergency Leave

In the case of death in employee's immediate family, a permanent employee shall be granted leave of absence with pay for the work days falling within the period between the time of the death and the day of the funeral, not to exceed 3 days. "Immediate family" is defined as employee's spouse, child, brother, sister, parent, parent-in-law, grandparents, grandchildren, or a relative residing in the same household. Up to 1 day shall be granted for employee's or spouse's brother-in-law, sister-in-law or employee's grandparents-in-law.

28.00 Absence Without Leave

Any absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, will be deemed to be an absence without leave. Any such absence will be without pay and may be subject to disciplinary action. In the absence of such disciplinary action any employee who absents himself for 3 consecutive working days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant, upon the approval of the Personnel Director and the department head.

29.00 Leaves of Absence without Pay

Written leaves of absence without pay for an extended period may, in the discretion of the City Manager, be granted for a period not to exceed 1 year. Upon expiration of the leave the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of the leave shall be deemed a resignation. Such leave shall be granted when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. Applications for leaves of absence for travel or study calculated to equip the employee to render more efficient service to the City may be deemed justification for granting such leave. No leave shall be granted primarily

in the interests of the employee, except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the City whose service it is desirable to retain even at some sacrifice.

29.10 Leave of absence without pay for periods not to exceed 3 days may be approved by the department head. Leaves of absence without pay for more than 3 days must be approved by the City Manager before leave is taken, except in emergency situations where advance notice is impossible. In such cases retroactive approval may be granted.

29.20 Maternity Leave of Absence: Maternity leaves of absence shall be granted. Maternity leaves of absence shall not exceed 6 months duration. Maternity leaves of absence shall commence at the earliest date set by one of the following conditions:

1. Request of employee.
2. Recommendation of employee's physician.
3. Determination of City's Physician that continued work would endanger the health or safety of the employee.

Return from maternity leave shall be not later than the expiration date of the maternity leave of absence. Failure to return by that date shall constitute resignation and employee will be eligible for placement on the re-employment register.

Employees returning from maternity leave must pass a physical examination by the City Physician.

### 30.00 Military Leave

Any permanent City employee who enters active duty with the armed forces of the United States (including the Women's Auxiliaries thereof) by reason of an enlistment or induction will be granted a leave of absence without pay for the period of service or duty required.

Any employee granted such a leave of absence for "Military Duty" as defined in Act 263 of Public Acts of 1951 shall be reinstated to his position when he has been discharged or separated from the service providing: 1) He makes application for reinstatement within 90 days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than 1 year; 2) He is discharged under honorable conditions and he establishes this fact to the satisfaction of the Personnel Director; 3) He is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater seniority.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him like seniority status and pay, or the nearest approximation thereof, consistent with the circumstances of his case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

If for any reason, it is not feasible for such employee to be reinstated to his previous employment, or if his previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the City for which the returning veteran is qualified, and he shall be appointed to that position. If it is found that no position is available to such returning veteran, and he considers himself aggrieved over this procedure, he may file a complaint in writing with the Personnel Advisory Board in accordance with the Personnel Manual.

Any permanent employee who is an obligated Reservist and who must attend an 'annual active duty for training' shall be compensated by the employer the difference between their regular pay and their military pay. Such payment shall not exceed 2 weeks per year. Such leave shall be granted only upon advance notice of 1 week to the employer.

31.00 Employee Absence Report

When an employee is not able to report for work on account of sickness, he or some member of his household shall notify his supervisor or department office by telephone or messenger as close to the normal starting time as possible. Unless the employee's supervisor or department office is so notified, no sick leave will be approved, except in unusual cases and then only after approval by the City Manager. The supervisor or department head may send to the Health Clinic "Employee Absence Report" as soon as possible on the first day of absence. The Health Clinic shall send a nurse to call on the absent employee the same day the absence is reported to the Clinic. If such employee is not at home when the nurse calls, no sick leave will be approved except with the approval of the City Manager. The nurse shall make her investigation report on the back of the Employee Absence Report and return report to the Personnel Director.

32.00 Jury Duty

Any permanent employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that day and the daily jury duty fee paid by the courts, (not including traveling allowances, or reimbursement of expenses) for each day on which he reports for, or performs jury duty, and on which he otherwise would have been scheduled to work for the employer.

33.00 Holidays

Permanent employees shall receive the following holidays as paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following day shall be considered a holiday. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

33.10 In addition to 8 hours holiday pay, employees who work on a recognized

legal holiday shall be paid double their regularly hourly rate for hours worked during their regularly scheduled shift and two and one half times their regularly hourly rate for hours worked outside their regularly scheduled shift.

33.20 When an employee works on a Friday preceding a legal holiday falling on Saturday or works on a Monday following a legal holiday falling on Sunday, he shall receive in addition to 8 hours holiday pay, his hourly rate times the number of hours actually worked. If true time actually worked exceeds 8 hours he shall receive his hourly pay rate for the excess hours at time and one half.

34.00 Life Insurance

34.10 The employer agrees to provide life insurance and accidental death and/or dismemberment insurance for all permanent employees as provided below:

34.11 The City is to pay for insurance to the next \$1,000 higher annual income. For example, an employee earning \$7,100 will be insured for \$8,000 or \$16,000 in the case of accidental death, such salary to be determined on July 1st of each year.

35.00 Car Allowance

In the event that any employee of the City of Saginaw covered by this Agreement is required to furnish his own transportation during the course of carrying out his assignment for the employer, compensation for the use of his own transportation shall be 7 cents per mile or that which is agreed upon between the employer and the Association, through negotiations, which shall take place within a period of not more than 30 days after the necessity of the employee's furnishing such transportation has been established by the employer.

36.00 Hospitalization (MVF-1 or equivalent)

36.10 The City shall pay the cost of group

hospitalization, surgical and medical insurance for all permanent and seasonal employees and full dependents as defined in the policy. City absorbs any future cost for length of this Agreement.

36.20 The City will assume the cost for Blue Cross - Blue Shield 65 or its equivalent health insurance for eligible retirees as defined in Section 4.20 and their dependent spouses provided that the employee is 60 years of age or older.

36.30 The City will assume the cost of Blue Cross - Blue Shield or its equivalent group coverage for employee and dependents if employee is on disability pension through Municipal Employees Retirement System regardless of age of employee.

36.40 Benefits paid in Sections 36.20 or its equivalent and 36.30 will not apply if employee is employed full-time or if other employer provides hospitalization coverage.

37.00 Base Pay Rate Increases

See Appendix A.

38.00 Salaries:

Appointment Rates, Automatic & Merit Increases

38.10 Automatic and Merit Increases

Employees who are appointed at the minimum step of the pay range shall be granted pay increases in accordance

with the schedule for the classification to which they are assigned in the following manner:

- 38.11 Step "A" is the entrance pay step. Employees will remain in this step for the first 6 months of employment.
- 38.12 Step "B" is the second step in the pay range. Employees are eligible for an automatic increase in pay to this step upon completion of 6 months of continuous, permanent employment and successful completion of the probation period. Upon recommendation of the department head, an employee may receive this increase while serving on extension of his probation period.
- 38.13 Step "C" is the third step in the pay range. Employees are eligible for an automatic increase in pay to this step upon completion of 12 months of continuous, permanent employment.
- 38.14 Step "D" is the fourth step in the pay range. Employees become eligible for consideration for a merit increase to this step upon the completion of 24 months of continuous, permanent employment.
- 38.15 Step "E" is the fifth step in the pay range. Employees become eligible for consideration for a merit increase to this step upon the completion of 36 months of continuous, permanent employment.

38.20 Starting Above Minimum Pay Step

In those instances when an employee is started above the minimum step for his classification, due to exceptional qualifications or other factors, then his progression through the pay steps will be the same as though he had started at the first step. For example, an employee starting at step "B" in

a five step range would be eligible for pay increases after 6, 12 and 24 months; a person starting at Step "C" would be eligible for pay increases after 6 and 12 months of employment.

### 38.30 Exceptions to Regular Progression

Accountant I may progress to Accountant II and II to III upon the completion of 1 year of service and depending upon the assignment, with the recommendation of the department head and with the approval of the City Manager.

Full time Recreation Supervisor II may progress to full time Recreation Supervisor III after 1 year of service and, depending upon the assignment, with the recommendation of the department head and the approval of the City Manager.

An employee in a Clerk Typist I position may progress to a Clerk Typist II position with the approval of the department head and the City Manager if they had originally qualified for the Clerk Typist II position through examination but lacked the required experience level for a Clerk Typist II.

### 39.00 Merit Increases

Merit increases are granted only upon the recommendation of the department head. Employees who become eligible for merit increases upon completion of the required length of employment shall be considered for merit increases but it is within the discretion of the department head to deny or postpone such increases for good cause.

### 40.00 Special Merit Increases

Pay increases may be granted at shorter intervals than described above upon the recommendation of the department head and

with the approval of the City Manager. Such special merit increases may be recommended only in special cases for employees who perform their work far above the normal requirements of the position.

41.00 Promotions

When an employee is promoted to a position in a class which is allocated to a higher pay range, he will normally receive either the minimum rate of pay for the higher classification or a 1 step advancement in pay above the step he is receiving, whichever rate of pay is the higher level. Assignment to a higher step within the pay range may be made upon approval of the City Manager. In no cases of promotion shall an employee receive less than a 1 step increase in pay.

42.00 Transfers

When an employee is transferred to a classification which is allocated to the same pay range as his present classification there shall be no change in the rate of pay.

43.00 Reallocations and Reclassifications

43.10 When a position is reallocated or reclassified to a higher pay range, the incumbent shall normally be advanced to the minimum rate of pay for the higher range or receive a 1 step advancement above the step he is currently receiving, whichever is greater. Assignment to a higher step within the pay range may be made upon approval of the City Manager.

43.20 In those cases where a classification is allocated to a lower pay range, then the incumbents in the classification shall retain the same rate of pay as they are presently receiving, provided such rate of pay does not exceed the maximum step of the pay range to which the class has been reallocated. When the incumbent is receiving a salary above the maximum pay step of the pay range, then his salary may be reduced to the maximum step of the new range or may be frozen at the present rate of pay.

43.30 Reallocation and reclassification of positions may result in a change in

the normal eligible dates for automatic or merit increases. The Personnel Director will determine when an employee's normal eligible date for automatic or merit increases shall be changed because of reallocation or reclassification.

44.00 Reinstatements

44.10 When an employee is reinstated within 1 year of separation from service and is assigned to the same department and the same classification from which he was separated, he shall receive the same pay step in the pay range as he received at the time of separation.

If the pay range has been lowered for the classification from which he was separated then his pay will be adjusted to the nearest pay step equivalent to the pay rate he received at the time of separation; provided, however, that he shall not be allocated to a pay rate higher than the maximum rate for the classification to which he is assigned.

44.20 When an employee is reinstated to the same classification but is assigned to a position in a department other than the one from which he was separated, then he may be assigned to a pay step within the salary range for that classification which is equal to or lower than the rate he received at the time of separation from service.

45.00 Effective Dates for Pay Changes

The effective date for pay changes relating to promotions, demotions, reclassifications, transfers, reallocations, longevity and other actions will be on the beginning of a next pay period.

46.00 Computation of Fractional Payments - Salaried Employees

46.10 Computation of Hourly Rate: Equivalent hourly rates of pay for salaried employees shall be computed by dividing the annual rate of pay for the position by the normal annual hours of work (2080 for a 40 hour week).

46.20 Upon initial employment, salaried employees who work only part of a pay period shall be paid on an hourly basis for the number of hours worked in the pay period.

46.30 Any incomplete pay period after initial employment the employee shall be paid for hours actually worked, except that no deduction shall be made for authorized vacation, sick leave, or authorized absences while conducting City business or attending authorized conferences, training or licensing programs.

47.00 Disciplinary Procedure

47.10 Types of Disciplinary Action: It is recognized by both the City and the Association that all matters regarding disciplinary action must take into account not only the seriousness and number of offenses but the employee's past record of performance and the circumstances under which the offense was committed. Disciplinary action may take any one or more of the following forms:

- A. Warnings - This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violations of a minor nature.
- B. Written Reprimand - This form of disciplinary action may be used for the same reasons as those stated for warnings. Normally, written reprimands will be issued in those instances where a repetition of the violation will be considered serious.
- C. Demotions - This form of disciplinary action may be used when the employee does not give satisfactory service in the position he holds but gives evidence of ability to perform the work and responsibilities of a lower classification. The employee may file a complaint with the Personnel Advisory Board as provided in Section 40 of the City Charter and the rules and regulations of that Board.
- D. Suspensions - A temporary separation, normally 30 days or less, for disciplinary purposes where the violation is serious in nature but not sufficiently grave for dismissal. The employee may file a complaint with the Personnel

Advisory Board as provided in Section 40 of the City Charter and the rules and regulations of that Board.

- E. Dismissals - A discharge or permanent separation for disciplinary purposes where the violation is of a serious nature. The employee may file a complaint with the Personnel Advisory Board as provided in Section 40 of the City Charter and the rules and regulations of that Board.

47.20 Types of Serious Violations: Violations of a serious nature shall include, but not be limited to the following:

- A. Conviction of a felony, or of a misdemeanor involving moral turpitude.
- B. Conduct unbecoming a City employee.
- C. Reporting for work under the influence of alcohol or drugs.
- D. Offensiveness in conduct or language during working hours in public or toward the public, supervisors or other employees.
- E. Physical ailment or defect which unfits him for City service.
- F. Falsification of personnel and/or work records.
- G. Violation of any lawful official regulation or order, or failure to obey any proper directive made or given by a superior officer.
- H. Incompetent or inefficient in the performance of the duties of his position.
- I. Careless, or negligent with property of the City.
- J. Use of political influence in attempting to secure a promotion, leave of absence, transfer or preferential work assignments.

- K. Acceptance of personal gifts or other valuables in connection with work performed on City time.
- L. Abuse of sick leave or injury leave.

48.00 Safety

48.10 Monthly Safety Meetings:  
There shall be monthly safety meetings held with 1 Association representative from each department in which Association members are employed and 1 departmental representative from each department. The purpose of such meetings will be to discuss existing safety hazards and potential safety hazards and to make recommendations for improving such conditions. The meetings shall be held at City facilities and during the normal work hours. The employer will reimburse all employees who suffer a loss of wages because of attendance at such meetings.

48.20 Employer Responsibility:

The employer shall meet certain safety responsibilities under the MI-OSHA Act, and that is to furnish to each employee a place of employment free from recognized hazards to maintain certain records and reports and supply safety equipment as it deems necessary to meet its requirements under future state or federal safety acts.

48.30 Employee Responsibility:

It is the responsibility of every employee under this Agreement to follow all established department and division safety regulations. Further, it will be the responsibility of every employee to follow all new safety regulations which may be established through local, state or federal law.

48.40 Property Responsibility Section:

When an employee is found grossly negligent by the appropriate Accident and Safety Committee in the damaging of an automobile, or is responsible for damaging other City property or other private property, he shall be held

liable for a percentage of the repair or replacement, or a fine for such damage. The employee shall also be subject to disciplinary action through the regular departmental and City procedures.

49.00 Pension Plan

The members of this Association shall be covered by the Municipal Employees Retirement System (Act 135 of 1945 as amended).

In addition to the benefits being received as of June 30, 1974 the following additional benefits are added:

1. Military service credit: Pension credit for military service prior to employment with the City shall be granted upon meeting the provisions of the Act for such credit.
2. C-2 Benefit Option as proposed in the present State Legislature shall be effective for this Association upon passage. In the event that such benefit is not passed by July 1, 1975 all employees shall receive .68% wage increase in lieu of any retirement increase unless mutually agreed otherwise.

50.00 Uniforms

All members of this Association permanently assigned to the Civic Center, Water Treatment and Traffic Engineering operations shall receive work uniforms, except clerical and professional employees.

51.00 24-Hour Operations which would include Water Treatment Operators; Data Processing, Computer Operators; Civic Center Engineers; and Civilian Police Technical Services personnel.

51.10 24-Hour Operations - Straight Shift

24-hour operation - straight shift is defined as a unit that must maintain services continuously for 24 hours with employees permanently assigned to one of three 8-hour shifts.

51.11 Definition of Straight Shifts

The morning shift shall commence at or after 5:00 a.m. but before 1:00 p.m.

The afternoon shift shall commence at or after 1:00 p.m. but before 8:30 p.m.

The night shift shall commence at or after 8:30 p.m. but before 5:00 a.m.

51.12 Premium rates of pay.

The afternoon shift shall receive 5% premium pay for each shift worked.

The night shift shall receive 7% premium pay for each shift worked.

The morning shift shall be at straight time.

Premium Pay. Permanent employees at the Filtration Plant who are assigned to rotating shifts, which include night shifts, shall be granted premium pay computed on an annual rate.

51.13 Overtime:

The first day off in a work week shall be considered a Saturday, the second day off in a work week shall be considered a Sunday.

Any employee called in to work on the first day off shall be paid at the rate one and a half times his rate.

Any employee called in to work on the second day off shall be paid at the rate two times his rate.

51.14 Holidays:

In lieu of holiday pay for possible working on holidays, employees shall be credited 8 additional days vacation. Such vacation posting shall be at the beginning of either the contract year or the calendar year. If an employee is off on a scheduled holiday and is called in to work, he shall be paid double time pay. If an employee terminates his employment prior to the end of a contract year, he shall have his holiday vacation accrued prorated.

51.20 24-Hour Operations - Rotating Shift

Work Schedule: Crews in 24-hour continuous operations shall work in accordance with the 5 man rotating work schedule illustrated herein as Exhibit "A". This schedule will be prepared for 1 full year and published each December. Schedules will show the names of employees, days of the month, and shifts. Shifts will be indicated by the following code:

| <u>Code</u>      | <u>Hours of Work</u>     |
|------------------|--------------------------|
| 1st Shift        | 12 midnight to 8:00 a.m. |
| 2nd Shift        | 8 a.m. to 4:00 p.m.      |
| 3rd Shift        | 4 p.m. to 12 midnight    |
| 2nd Shift relief | 8 a.m. to 4:30 p.m.      |

The normal 5 man rotating work schedule will average 40 hours per week and take 5 weeks to cycle. With the week starting on Monday and ending on Sunday. Alterations of shifts and regular days off shall be as follows, per each shift employee:

- 7 days on 1st shift
- 2 days off
- 5 days on 2nd relief shift
- 4 days off
- 7 days on 3rd shift
- 2 days off
- 6 days on 2nd shift
- 2 days off

The schedule may be adjusted, altered or temporarily substituted by the Division Head to meet the requirements of the operation and to provide for employee leaves of absence.

51.21 Meal Periods: All shifts employees with the exception of the relief shift will eat their lunch at their operation work site.

51.22 Holidays: Each employee working the 5 man rotating schedule shall be credited with 8 vacation days for holidays which will occur within a given annual schedule at the time that schedule becomes effective which shall be credited on each January 1. In so far as possible, these days will be scheduled off on the Monday relief shift designated (2)

on Exhibit "A". Upon termination any remaining holidays shall be subtracted from termination pay.

- 51.23 Overtime Provisions - 7 Day Employees: Employees working in necessary continuous 7 day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one half for work on these days only for time worked in excess of 8 hours per day or in excess of the hours in the regularly assigned work schedule for which overtime has not already been earned.
- 51.24 Overtime General: Time and one half shall be paid for the first and third scheduled off day worked in a work period and double time shall be paid for the second and fourth scheduled off day worked in a work period; provided the employee has worked or been on authorized leave during all prior days in his work period. Compensatory time off equivalent to the hours which would otherwise be paid may be authorized in lieu of overtime payment in the discretion of the department head. Compensatory time off shall be scheduled in the discretion of the department head as governed by Federal Statutes.
- 51.25 If such an employee receives holiday pay for a particular day on which he does not work, that day will be counted as a day worked for the purpose of computing overtime.
- 51.26 Reporting for Overtime and Emergency Work: It is recognized in those operations where continuous 24 hours service must be rendered to the public, that the employee shall report for work outside of his regularly scheduled shift when notified by the employer that such work exists unless excused for good cause.

51.27 Shift Differential: Employees at the Water Treatment Plant who are assigned to rotating shifts, which include night shifts and evening shifts shall be paid an additional 7% for each night shift actually worked and an additional 5% for each afternoon shift actually worked. This differential pay is in recognition of the inconvenience caused by this type of schedule and is in lieu of other types of night premium pay.

52.00 Resident Custodian - Exception

Note is hereby taken that the Association is aware of the special arrangement made between the City, Housing Commission and Resident Custodians, to fit their particular work schedule and salary into the federal regulations governing overtime and live-in working conditions.

53.00 Rest Periods

Employees shall be accorded 2 rest periods of 15 minutes each on his scheduled shift. One prior to his lunch period and one following. Scheduling and location of breaks shall be governed by departmental regulations.

Approximately 6 hours should be maximum length of time required to work without eating.

54.00 General Clauses

54.10 TERM OF AGREEMENT

This Agreement shall be effective for 2 years commencing on July 1, 1974, and shall remain in full force and effect without change, addition or amendment from July 1, 1974 to June 30, 1976, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate not more than 120 days nor less than 90 days prior to July 1, 1976, or any subsequent July 1.

54.20 RESIDENCY PROVISIO

If at any time while this Agreement is in effect, the residency requirement as a condition of employment by the City of Saginaw is waived, dismissed, or otherwise rendered unenforceable, as a result of either a change in the law or as one of the conditions of contractual agreement between the City and any of its bargaining units, then the requirement shall be waived for the members of the Saginaw Municipal Salaried Employee's Association.

54.30 EFFECT OF LEGISLATION

If any law not existing or hereafter enacted, or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiation the invalidated portion.

If any article or section of this Agreement or any appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

54.40 WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining

and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

54.50 PAST PRACTICE CLAUSE

The parties agree that this Agreement incorporates their full and complete understanding and that prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed in writing and signed by the parties as supplement to this Agreement.

54.60 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged City practices, between the employer and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

EXHIBIT "A"

FIVE MAN ROTATING WORK SCHEDULE

for

24-Hour Continuous Work Operations  
40-Hour Work Week - Monday thru Sunday

| August    | Oper. A | Oper B | Oper. C | Oper. D | Oper. E |
|-----------|---------|--------|---------|---------|---------|
| MON 5     | 2       | 3      | 0       | 2       | 1       |
| TUE 6     | 2       | 3      | 0       | 2       | 1       |
| WED 7     | 2       | 0      | 3       | 2       | 1       |
| THU 8     | 0       | 0      | 3       | 2       | 1       |
| FRI 9     | 0       | 2      | 3       | 2       | 1       |
| SAT 10    | 1       | 2      | 3       | 0       | 0       |
| SUN 11    | 1       | 2      | 3       | 0       | 0       |
| MON 12    | 1       | 2      | 3       | 0       | 2       |
| TUE 13    | 1       | 2      | 3       | 0       | 2       |
| WED 14    | 1       | 2      | 0       | 3       | 2       |
| THU 15    | 1       | 0      | 0       | 3       | 2       |
| FRI 16    | 1       | 0      | 2       | 3       | 2       |
| SAT 17    | 0       | 1      | 2       | 3       | 0       |
| SUN 18    | 0       | 1      | 2       | 3       | 0       |
| MON 19    | 2       | 1      | 2       | 3       | 0       |
| TUE 20    | 2       | 1      | 2       | 3       | 0       |
| WED 21    | 2       | 1      | 2       | 0       | 3       |
| THU 22    | 2       | 1      | 0       | 0       | 3       |
| FRI 23    | 2       | 1      | 0       | 2       | 3       |
| SAT 24    | 0       | 0      | 1       | 2       | 3       |
| SUN 25    | 0       | 0      | 1       | 2       | 3       |
| MON 26    | 0       | 2      | 1       | 2       | 3       |
| TUE 27    | 0       | 2      | 1       | 2       | 3       |
| WED 28    | 3       | 2      | 1       | 2       | 0       |
| THU 29    | 3       | 2      | 1       | 0       | 0       |
| FRI 30    | 3       | 2      | 1       | 0       | 2       |
| SAT 31    | 3       | 0      | 0       | 1       | 2       |
| September |         |        |         |         |         |
| SUN 1     | 3       | 0      | 0       | 1       | 2       |
| MON 2     | 3       | 0      | 2       | 1       | 2       |
| TUE 3     | 3       | 0      | 2       | 1       | 2       |
| WED 4     | 0       | 3      | 2       | 1       | 2       |
| THU 5     | 0       | 3      | 2       | 1       | 2       |
| FRI 6     | 2       | 3      | 2       | 1       | 0       |
| SAT 7     | 2       | 3      | 0       | 0       | 0       |
| SUN 8     | 2       | 3      | 0       | 0       | 1       |

APPENDIX "A"

SALARIES & PENSION BENEFITS

- A. An 8.0% salary increase effective June 21, 1974.
- B. An 8.0% salary increase effective the first of the pay period including July 1, 1975.
- C. In addition to the benefits being received as of June 30, 1974 the following additional benefits are added:
  1. Military service credit: Pension credit for military service prior to employment with the City shall be granted upon meeting the provisions of the Act for such credit.
  2. C-2 Benefit Option as proposed in the present State Legislature shall be effective for this group upon passage. In the event that such benefit is not passed by July 1, 1975 all employees shall receive .68% wage increase in lieu of any retirement increase unless mutually agreed otherwise.

## APPENDIX "B"

## CLERICAL AND FISCAL (0000)

| CODE<br>NO. | CLASS TITLE                                 | WORK<br>WEEK | RANGE<br>NO. |
|-------------|---|--------------|--------------|
| 0005        | Telephone Operator-Typist                   | 40           | A-6          |
| 0007        | Civilian Radio Dispatcher                   | 40           | A-6          |
| 0010        | Clerk Typist I                              | 40           | A-4          |
| 0015        | Clerk Typist II                             | 40           | A-7          |
| 0020        | Clerk Typist III                            | 40           | A-9          |
| 0025        | Clerk Stenographer I                        | 40           | A-7          |
| 0030        | Clerk Stenographer II                       | 40           | A-11         |
| 0035        | Clerk Stenographer III                      | 40           | A-14         |
| 0050        | Legal Stenographer I                        | 40           | A-13         |
| 0055        | Legal Stenographer II                       | 40           | A-15         |
| 0085        | Receiving Teller I                          | 40           | A-6          |
| 0090        | Receiving Teller II                         | 40           | A-8          |
| 0095        | Account Clerk I                             | 40           | A-6          |
| 0100        | Account Clerk II                            | 40           | A-10         |
| 0105        | Account Clerk III                           | 40           | A-14         |
| 0115        | Accountant I                                | 40           | A-22         |
| 0125        | Accountant II                               | 40           | A-24         |
| 0128        | Accountant III                              | 40           | A-29         |
| 0165        | Permits Clerk                               | 40           | A-17         |
| 0186        | Parts Stock Clerk II "A"                    | 40           | A-15         |
| 0198        | Mail Messenger                              | 40           | A-9          |
| 0200        | Duplicating Equipment Operator I            | 40           | A-16         |
| 0202        | Duplicating Equip. Operator II              | 40           | A-17         |
| 0210        | Meter Attendant I                           | 40           | A-9          |
| 0211        | Meter Attendant II                          | 40           | A-10         |
| 0303        | Key Punch Operator                          | 40           | A-8          |
| 0305        | Tabulating Equipment Operator               | 40           | A-13         |
| 0310        | Data Processing Trainee                     | 40           | A-17         |
| 0515        | Rehabilitation Application<br>Specialist    | 40           | A-20         |
| 0520        | Community Relations Field<br>Representative | 40           | A-26         |
| 0525        | Complaint Investigator                      | 40           | A-21         |

## APPENDIX "B"

## ENGINEERING AND TECHNICAL (1000)

| CODE<br>NO. | CLASS TITLE                  | WORK<br>WEEK | RANGE<br>NO. |
|-------------|------------------------------|--------------|--------------|
| 1002        | Rodman                       | 40           | A-13         |
| 1004        | Construction Inspector       | 40           | A-15         |
| 1005        | Engineering Assistant I      | 40           | A-15         |
| 1010        | Engineering Assistant II     | 40           | A-17         |
| 1015        | Engineering Assistant III    | 40           | A-20         |
| 1018        | Engineering Technician I     | 40           | A-24         |
| 1019        | Engineering Technician II    | 40           | A-26         |
| 1020        | Civil Engineer I             | 40           | A-26         |
| 1025        | Civil Engineer II            | 40           | A-29         |
| 1030        | Civil Engineer III           | 40           | A-36         |
| 1035        | Civil Engineer IV            | 40           | A-38         |
| 1045        | Assessing Assistant          | 40           | A-18         |
| 1050        | Property Appraiser I         | 40           | A-21         |
| 1055        | Property Appraiser II        | 40           | A-24         |
| 1057        | Property Appraiser III       | 40           | A-27         |
| 1065        | Ass't. Building Inspector I  | 40           | A-20         |
| 1066        | Ass't. Building Inspector II | 40           | A-25         |
| 1071        | Housing Inspector I          | 40           | A-17         |
| 1072        | Housing Inspector II         | 40           | A-19         |
| 1075        | Ass't. Electrical Inspector  | 40           | A-23         |
| 1080        | Electrical Inspector         | 40           | A-27         |
| 1085        | Plumbing Inspector           | 40           | A-27         |
| 1090        | Heating Inspector            | 40           | A-27         |
| 1105        | Relocation Officer I         | 40           | A-20         |
| 1110        | Relocation Officer II        | 40           | A-24         |
| 1122        | Planning Assistant           | 40           | A-17         |
| 1123        | Planning Technician          | 40           | A-24         |
| 1124        | Delineator                   | 40           | A-19         |
| 1125        | Planner I                    | 40           | A-25         |
| 1130        | Planner II                   | 40           | A-27         |
| 1150        | Parking & Traffic Analyst    | 40           | A-17         |
| 1159        | Equal Opportunity Officer I  | 40           | A-23         |
| 1160        | Equal Opportunity Officer II | 40           | A-27         |
| 1163        | Social Programs Coordinator  | 40           | A-27         |

## APPENDIX "B"

## HEALTH, PUBLIC WELFARE &amp; RECREATION (3000)

| CODE<br>NO. | CLASS TITLE                             | WORK<br>WEEK | RANGE<br>NO. |
|-------------|---|--------------|--------------|
| 3010        | Laboratory Technician I                 | 40           | A-20         |
| 3020        | Laboratory Technician II                | 40           | A-24         |
| 3025        | Laboratory Technician III               | 40           | A-25         |
| 3030        | Chemist                                 | 40           | A-25         |
| 3115        | Recreation Supervisor I                 | 40           | A-13         |
| 3120        | Recreation Supervisor II                | 40           | A-17         |
| 3125        | Recreation Supervisor III               | 40           | A-20         |
| 3175        | Human Relations Field<br>Representative | 40           | A-26         |
| 3176        | Community Involvement Aide              | 40           | A-5          |
| 3177        | Model City Community Developer          | 40           | A-18         |
| 3178        | Community Worker I                      | 40           | A-5          |
| 3179        | Community Worker II                     | 40           | A-12         |
| 3180        | Leasing & Occupancy Clerk               | 40           | A-9          |
| 3310        | Social Service Coordinator              | 40           | A-22         |
| 3320        | Housing Aide                            | 40           | A-22         |

## APPENDIX "B"

## CRAFTS, MAINTENANCE &amp; FOREMAN (4000) and (5000)

| CODE<br>NO. | CLASS TITLE  | WORK<br>WEEK | RANGE<br>NO. |
|-------------|--|--------------|--------------|
| 4019        | Treatment Operator                                       | 40           | A-20         |
| 4030        | Waterworks Mechanic                                      | 40           | A-20         |
| 4035        | Filtration Plant Mtce. Man I                             | 40           | A-15         |
| 4036        | Filtration Plant Mtce. Man II                            | 40           | A-17         |
| 4050        | Parking Device Mtce. Man                                 | 40           | A-20         |
| 4067        | Engineer I (Civic Center)                                | 40           | A-18         |
| 4068        | Engineer II (Civic Center)                               | 40           | A-20         |
| 4089        | Stage Hand (Civic Center)                                | 40           | A-14         |
| 4104        | Instrumentation & Controls<br>Engineer                   | 40           | A-29         |
| 4105        | Electrical Service<br>Electrician I                      | 40           | A-20         |
| 4107        | Communications Technician I                              | 40           | A-22         |
| 4108        | Communications Technician II                             | 40           | A-24         |
| 4110        | Electrical Service Electrician II                        | 40           | A-22         |
| 4117        | Electrical Mtce. Mechanic                                | 40           | A-22         |
| 4123        | Pumping Operator   | 40           | A-19         |
| 4125        | Sign Painter   | 40           | A-19         |
| 4130        | Traffic Painter  | 40           | A-17         |
| 4185        | Parking Facilities Attendant I                           | 40           | A-14         |
| 4187        | Parking Facilities Attendant II                          | 40           | A-17         |
| 5014        | Facilities Attendant II                                  | 40           | A-12         |
| 5015        | Facilities Attendant I                                   | 40           | A-11         |
| 5030        | Custodial Worker "A" (other<br>than City Clerk's Office) | 40           | A-9          |
| 5036        | Resident Custodian                                       | 52           | A-9          |
| 5175        | Traffic Maintenance Man                                  | 40           | A-16         |

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of February, 1975.

SAGINAW MUNICIPAL SALARIED EMPLOYEES' ASSOCIATION

CITY OF SAGINAW

By Charles Wehner,  
President 1974

By William F. Nelson, Jr.  
Mayor

By John H. Rice,  
President, 1975

By E. A. Donaldson,  
City Clerk

By Dorothy Miller,  
Treasurer

By Joseph M. Turner,  
Negotiator

APPROVED BY  
THE COUNCIL OF THE  
CITY OF SAGINAW, MICH.

FEB 3 1975

E. A. Donaldson,  
CITY CLERK

By Harold A. Adams,  
Negotiator

APPROVED AS TO SUBSTANCE:

E. H. Potthoff, Jr.  
City Manager

APPROVED AS TO FORM:

W. Vincent Nash  
City Attorney

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