

7/1/71 - 7/1/74

Saginaw



AGREEMENT  
BETWEEN CITY OF SAGINAW  
AND  
LOCAL 466-M SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO



LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

Effective July 1, 1971

*City of Saginaw* Through June 30, 1974  
1315 S. Washington Avenue  
Room 104 - Personnel Office  
Saginaw, MI 48601

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Purpose	2
2	Recognition	2
3	Employer-Employee Defined	2
4	Union Security	3
5	Management Rights Clause	4
6	No Strike Clause	5
7	Representation	5
8	Bargaining Committee & Grievance Committees Defined	5
9	Function and Payment of Bargaining and Grievance Committee Members	6
10	Department Stewards and Alternates	6
11	Union to Provide Current List of It's Representatives	6
12	Participation in Discussions by International Union Representatives	6
13	Grievance Representation for Union Stewards	6
14	Grievance Procedure	7
15	Seniority	10
16	Longevity Compensation	11
17	Layoffs and Recalls	12
18	Layoff Benefits	12
19	Transfers and Promotions	15
20	Emergency Vacancies	15
21	Non Promotional Transfers	15
22	Promotions	16
23	Procedures for filling Vacancies	17

TABLE OF CONTENTS

continued

<u>Article</u>	<u>Title</u>	<u>Page</u>
24	Work Hours and Premium Pay Rates	20
25	Meal Periods	23
26	Meal Periods During Emergency Work	23
27	Lunch Hour Procedure	24
28	Rest Periods	25
29	Clean Up Time	25
30	Reporting Time	25
31	Call In Time	25
32	Vacations	25
33	Emergency Leaves	27
34	Sick Leaves	28
35	Sick Leave Upon Termination	30
36	Jury Duty	30
37	Holidays	30
38	Injury Time	30
39	Unpaid Leaves of Absence	31
40	Military Leave	32
41	Disciplinary Procedure	33
42	Life Insurance	35
43	Car Allowances	35
44	Protective Clothing & Safety Equipment	35
45	Uniforms	36
46	Tool Allowance for Mechanics	36
47	Work Rules	37
48	Pay Day	37

TABLE OF CONTENTS      continued

<u>Article</u>	<u>Title</u>	<u>Page</u>
49	Bulletin Boards	37
50	Scholarships	37
51	Cost of Living Program	38
52	Necessary Seven-Day Operations	39
53	Wages	41
54	General Clauses	41
55	Term of Agreement	41
	Signature Page	42
	Appendix A - Wage Schedule 7/1/71 to 6/30/72	43
	Appendix B - Wage Schedule 7/1/72 to 6/30/74	44
	Exhibit "A" - 24-Hour Operations	45

This Agreement made as of this 10th day of June, 1971, by and between the City of Saginaw, hereinafter referred to as the City or employer, and the Local 466-M of Service Employees International Union AFL-CIO, hereinafter referred to as the Union.

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 that it shall promote mutual co-operation and further the welfare of the City of Saginaw, and its employees to establish 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

#### 2.10 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 Union as the exclusive representative and agent for all permanent full time non-clerical, non-technical, non-supervisory, non-professional employees of the following City divisions: Cemeteries, Parks, Motor Equipment, Streets, Water and Sewer Maintenance and Waste Water Treatment, Public Housing Commission and other related job classifications as identified in Appendix A. Nothing herein contained shall abridge the right of the individual employee to process his own grievance in the manner as prescribed in subsequent provisions of this agreement.

#### 2.20 Rights of Individual

In the event an individual employee desires to represent himself in the processing of his own grievance, the employer should notify the Union of his intent. The Union shall be allowed to have a representative witness any discussions and adjustments of the grievance. And any adjustments which may result therefrom, shall be consistent with the terms of this agreement.

### 3.00 Employer-Employee Defined

The term "employee" as used in this agreement shall mean, any employee who is eligible for membership in the Union, within the bargaining unit, as described in Paragraph 2, above. The term "employer", or "City", as used in this agreement shall mean the appropriate person or persons having jurisdiction to consider the subject; including those specifically designated in this agreement.

4.00

Union Security

No employee shall be required to join the Union, but all employees who are not union members shall pay an amount equal to union dues to the City Employees Scholarship Fund. Children of employees in the bargaining unit shall be eligible to receive awards from the scholarship fund.

During the term of this agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Finance Department, the employer will deduct from their pay each month the monthly Union dues as designated to the Finance Department by the financial secretary of the Union and shall promptly remit any and all amounts so deducted to the financial secretary of the Union.

The Union 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 employer's compliance with the provisions of this article.

Management Rights Clause

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 constitution 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 subcontract 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 combining 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 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, combine, and change 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 schedule 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.

6.00 No Strike Clause

- A. The Union recognizes that the cessation or interruption of services by public employees is contrary to law and public policy. The City and the Union agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the City services. Accordingly, the Union, its members, and all employees agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment) by any employee or group of employees, and pledge themselves to the purpose of insuring continuation of City services.
- B. Violation of this Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties. The City, in the event of violation of this article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Union.

7.00 Representation

All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiating by stewards and a bargaining committee to be chosen by the employees. Nothing herein contained shall abridge the right of the individual to process his own grievance so long as union representation is given the opportunity to be present.

8.00 Bargaining Committee and Grievance Committees Defined

The Bargaining and Grievance Committees shall be composed of three employees elected from within the bargaining unit and such other union officers and representatives as are indicated in paragraph 12. In no event shall the combined number of employees on the bargaining committee as provided for in paragraph 8 and paragraph 12 exceed 4.

9.00 Function and Payment of Bargaining and Grievance  
Committee Members

Committeeman, Stewards and/or Alternates shall be paid by the employer for time lost in processing of grievances or negotiations 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 grievances or negotiations. To facilitate the accurate preparation of payrolls, job cards, work sheets etc., the employee shall be required to follow the proper time card and reporting procedures when leaving his regular job assignments to process such grievances or negotiations.

10.00 Department Stewards and Alternates

Committeemen, Stewards and/or Alternates shall be governed by established rules as indicated in the grievance procedure. However, the Local Union President, and/or any executive officer of the joint council may absent themselves without pay from their assigned work to handle Union business when arrangements are made as far in advance as possible, providing their presence is not required on the job because of any abnormal work load or shortage of personnel.

11.00 The names of committeemen, stewards and alternate stewards in each division shall be given in writing to the employer. No committeeman, steward or alternate shall function as such, until the employer has been advised of his selection in writing by the Officers of the Local Union, Chairman of the division, or an International or Council Representative. Any changes in committeemen, stewards or alternates shall be reported to the employer in writing as far in advance as possible.

12.00 Executive Officers of the International Union and/or Joint Council and/or their representatives duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the employer, will be permitted to participate in any discussion relative to hours, wages and working conditions.

13.00 Any committeeman, steward 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 grievances.

14.00 Grievance Procedure

Employee grievances shall be handled in the following manner:

14.10 Step One: Oral Grievance

14.11 Any employee having a specified grievance may take the matter up with his immediate supervisor who will attempt to resolve the matter in a manner consistent with this agreement within five (5) days from date of occurrence or from date employee should have become aware of it.

14.12 Any employee may request his immediate supervisor to call the steward or committeeman of that division to handle a specified grievance. The immediate supervisor will arrange for a meeting with the steward or committeeman within 24 hours. In so far as practicable grievances shall be processed at beginning or end of the work shift except in cases involving immediate suspension or discharge in which case a meeting will be held immediately.

14.20 Step Two: Written Grievances

14.21 Grievances which are not resolved in the above manner shall be reduced to writing on forms supplied by the employer and signed by the aggrieved and presented to the supervisor within three (3) working days from the initiation of Step 1. The 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 union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved. The steward shall meet with the immediate supervisor without the aggrieved being present within 24 hours following the signing of the grievance. The steward and the immediate supervisor shall attempt to resolve the grievance.

14.22 The immediate supervisor shall indicate his disposition on all copies of the grievance form and shall provide a copy to the steward within 24 hours.

14.30 Step Three: Division Level

14.31 If the grievance is not adjusted by the steps above, the steward may take the matter up within three (3) working days of the completion of Step 2 above, with

the head of the division who shall attempt to resolve the grievance.

14.32 Both the Union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance up to this step.

14.33 The Division Head shall render his written disposition of this grievance within 48 hours.

14.40 Step Four: Department Level

14.41 If the grievance is not resolved by the steps above a committeeman may within three (3) working days of the completion of Step 4 above take the matter up with the head of the department who shall attempt to resolve the grievance.

14.42 Both the Union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance up to this step.

14.43 The head of the department shall render his written disposition of the grievance within 72 hours.

14.50 Step Five: City Wide Level

14.51 If the grievance is not resolved by the steps above the Union Grievance Committee may submit grievance to the Personnel Director within three (3) working days of the completion of Step 4 above who shall attempt to resolve the grievance.

14.52 The Personnel Director shall schedule a meeting with the Union Grievance Committee with 5 days to discuss the grievance.

14.53 Both the Union and the Employer shall have the right to request the presence of any and all parties who have been involved in the grievance up to this step.

14.54 The Personnel Director shall render his written disposition of the grievance within 8 working days.

14.60 Step Six: Unresolved Grievances

14.61 If the grievance is not resolved by the steps above, and it concerns disciplinary action, appointment or promotion it shall be processed in compliance with Section 40 of the Saginaw City Charter. Other unresolved grievances shall be processed in the following manner:

Within ten working days of the receipt of the answer at step five the Union may by written notice to the office of the Personnel Director request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearings.

The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this agreement or any written amendments hereof or supplement hereto.

The arbitrator shall have no power to alter, add to, subtract from, or modify any of the functions or responsibilities of the parties to this contract and if the grievance concerns matters not subject to arbitration the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth above and they hereby agree to abide by such decisions.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

The cost of arbitration under this paragraph shall be divided equally between the City and the Union.

14.70 General

14.71 Additional Time

If additional time is requested to properly investigate matters relative to the grievance at any step in the procedure outlined above, such additional time may be

granted only if mutually agreed upon by the Union and the Employer. Omitting steps in this grievance procedure will be permitted upon mutual agreement.

14.72 Grievances Resolved in Procedure

Except as modified by step 6 of the grievance procedure any grievance which is not appealed from a decision at one step of the procedure to the next step in the procedure within five (5) working days of the receipt of the decision, shall be considered resolved on the basis of the last decision and not subject to further appeal.

14.73 Hours and Day Defined

Where reference to hours appear in the Grievance Procedure it is understood that 24 hours shall equal one regularly scheduled working day. It is further understood that where "day" or "days" appear in the Grievance Procedure that they are regularly scheduled working days.

15.00 Seniority

15.10 Employees shall acquire seniority as of the date they obtain status as a permanent employee.

15.20 Status as a permanent employee shall be acquired by: 1.) being appointed to a permanent position and completing successfully the probationary period, or 2.) by remaining in the employ of the City continuously for one (1) year in the case of temporary employees. Seniority shall date from the day of continuous, consecutive employment by the City.

15.30 The probation period for a new hire shall be limited to one six (6) month period, unless extended for good cause for up to one additional six (6) months period by the department head. The maximum period any employee shall remain on probation shall be one year.

15.40 When an employee acquires seniority, his name shall be placed on the citywide, departmental, divisional and classification seniority lists.

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

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

- 15.52 Seniority does not accrue, during approved leaves of absence in excess of 30 days unless otherwise herein provided.
- 15.53 Departmental Seniority shall be determined to be by the amount of accumulated service within a department, whether continuous or not.
- 15.54 Divisional Seniority shall be determined to be the amount of accumulated service within a division, whether continuous or not.
- 15.55 Classification Seniority shall be determined to be the amount of accumulated service within a classification, whether continuous or not.
- 15.60 An employee's seniority shall be considered continuous except when he voluntarily resigns, retires, or is discharged for cause.

16.00 Longevity Compensations

- 16.10 Rules governing payment of Longevity Compensations are as follows:  
Longevity compensation will be granted to employees upon the completion of five (5) years of service with the City and additional increments will be paid at five year intervals thereafter up to and including the twentieth year of service.
- 16.20 Longevity compensation is based upon total, continuous length of service with the City and does not relate to the length of time served in a particular classification.
- 16.30 Longevity compensation will be paid to permanent employees and to seasonal employees who have served the equivalent of 5, 10, 15, and 20 years of service at the rate of 2080 hours equaling one year of service.

16.40 Longevity increments shall be at the following rates:

2%	of	base	rate	upon	completion	of	5	years	of	continuous,	full-time	service
4%	"	"	"	"	"	"	"	10	"	"	"	"
6%	"	"	"	"	"	"	"	15	"	"	"	"
8%	"	"	"	"	"	"	"	20	"	"	"	"

- 16.50 It is provided, however, that only the first \$8,000.00 per annum base rate shall be used in the computation of longevity payments.

16.60 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.

17.00 Layoffs and Recalls

17.10 Procedures for:

Layoffs and recalls will be based upon seniority within classification, within the division, provided the senior employee possesses the present 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 five (5) work days displace any other junior employee in a classification in the same pay range or any employee in a lower classification on a department wide basis; provided he has the present ability to do the work required. After an additional five (5) work days he may displace any other employee, in a lateral or lower classification within the bargaining unit, provided he has the present ability to do the work required.

17.20 Employees will be returned to their classification in the reverse order of the manner in which they are laid off.

17.30 Employees who exercise their seniority under this section, shall be paid at their current rate of pay in a lateral assignment or at the highest pay rate paid for a lower classified assignment, as long as that rate is not higher than his current rate of pay, in which case they shall receive their current rate of pay.

18.00 Layoff Benefits

18.10 Definition: A layoff is defined as a separation through no fault of the employee, temporary or otherwise, from a position in the service of the City, because of lack of work or lack of funds.

18.20 Effect of other Payments on Eligibility: An employee who is laid off may receive either lay off benefits as provided below or injury time if he is eligible.

- 18.30 Eligible Employees: Employees within the meaning of this regulation shall consist of workers appointed to and holding permanent status in the classified service. Lay-off benefits will not apply to:
- 18.31 Employees hired on a temporary, part-time, seasonal, provisional or emergency status or basis.
  - 18.32 Employees serving an original probationary period.
  - 18.33 Employees who are hired for less than 8 hours per day, 40 hours per week, or 2080 hours per year.
- 18.40 Non-Eligible Terminations: The following employment terminations and separations shall not be deemed layoffs according to the provisions of this regulation:
- 18.41 Retirement under the provisions of the Michigan Municipal Employees' Retirement System.
  - 18.42 Disciplinary discharges and suspensions.
  - 18.43 Resignations, including resignations in lieu of discharge.
  - 18.44 Leaves of absence for any reason.
  - 18.45 Voluntary layoffs, at the request or convenience of the employee.
  - 18.46 Death of the employee.
  - 18.47 Absences for which other methods of compensation are made.
- 18.50 Benefit Computation: Layoff benefits under this regulation shall be as follows:
- 18.51 Benefits shall be computed from the first normally scheduled work day not paid after layoff.
  - 18.52 Total allowable number of benefit weeks shall be based upon length of service computed at the rate of two benefit weeks for each three credit weeks of service, with a maximum of twenty-six benefit weeks. Service rendered

during the original probation period will not be allowed as credited service for determining the number of benefit weeks.

- 18.53 A credit week shall be one in which the employee has been paid at least three days pay at his regular salary or wage rate and which must have been within the previous 365 days.
- 18.54 Layoff benefits shall be computed at 55% of the employee's base salary or rate at the time of layoff, but not to exceed \$60.00 per week. Base salary includes only the salary range designated in the Compensation Plan and does not include overtime, shift differentials, longevity increases or other supplemental pay.
- 18.60 Restrictions: The benefits provided in Section 18.50 above shall be subject to the following restrictions:
- 18.61 Eligibility for layoff payments shall be determined by the Personnel Director, who shall certify such eligibility to the City Director of Finance.
- 18.62 Benefit checks shall be prepared and paid weekly by the employer.
- 18.63 All beneficiaries shall report weekly to the Personnel Director on designated days for benefit checks and determination of continuing eligibility.
- 18.64 To establish and continue eligibility for layoff benefits an employee (1) must be physically able and available for work; (2) must not have refused from any source an offer of work of a character which is reasonable with respect to his qualifications and the conditions of the labor market; (3) must be actively seeking employment to the satisfaction of the Personnel Director; (4) must be registered with the Michigan Employment Security Commission; (5) must remain a bonafide resident of the City of Saginaw.

18.65 Beneficiaries must complete an "Application for Layoff Benefits" form, issued by the Personnel Director.

18.70 Determination and Final Decision: The Personnel Director shall make all decisions pertaining to this provision and mail written notice of the same to the last known address of the employee. Said employee may file with the City Manager written claim of appeal within ten days of the mailing of the above written notice and the City Manager shall affirm, amend or reverse the same, mailing written notice of said decision to the last known address of the employee. Decisions of the City Manager shall be final.

18.80 Finality of Action: The procedure set forth in Section 18.70 pertaining to review and finality of decisions rendered under this regulation shall be an exclusive remedy, it not being the intent of this provision to create any contractual rights to layoff benefits or to create the basis for any suit against the City.

19.00 Transfers and Promotions

Posting of jobs: All job openings shall be posted on bulletin boards at least fourteen calendar (14) days in advance of the last date for filing applications.

20.00 Emergency Vacancies

If a vacancy is of an emergency nature, supervision may designate emergency substitutes, until an eligible list can be established. It is the intent of the employer to establish the appropriate eligible list without unreasonable delay.

21.00 Non Promotional Transfers

21.10 Employees may request a transfer to fill a vacancy of a non-promotional nature within the bargaining unit, provided they possess the qualifications required for the position as determined by the Personnel Director and further provided that the transfer is approved by the department head in which the vacancy exists. The department head shall not arbitrarily reject an applicant for transfer.

21.20 Transfer is subject to the provision of seniority as follows: In the event of a job opening the

senior employee shall be given first consideration for transfer. Seniority shall apply in the following manner: (1) Within Classification; (2) Within Division; (3) Within the Department; and (4) On a City wide basis.

- 21.30 An employee shall be paid, upon being transferred, the same rate as in his prior position and his salary progression shall not be affected by the transfer.
- 21.40 Any employee filling a vacancy of a non-promotional nature, shall be on probation in that position for ninety (90) days. If retained for the full ninety (90) days he shall receive permanent status in the position, except that he may be displaced by more senior employees in accordance with Paragraph 17 or if unable to qualify, he shall be returned to a position equivalent to his former classification without prejudice, and at the rate of pay for such position.

22.00

Promotions

- 22.10 In all cases of promotion of the employees from one classification to another the following factors shall be considered:

- 22.11 Knowledge, Training, Ability, Skill & Efficiency.
- 22.12 Physical Fitness.
- 22.13 Attendance record; and
- 22.14 Length of Service.

Where factors 22.11, 22.12 and 22.13 are relatively equal, the length of service shall govern.

- 22.20 The length of service factor will be applied in the following manner:
  - 22.21 Within equivalent type classifications
  - 22.22 Within division
  - 22.23 Within department
  - 22.24 On City wide basis

- 22.30 An employee filling a vacancy of a promotional nature shall be on probation in that position for 180 days unless extended on probation an additional 180 days with the mutual consent of the City and the Union. If retained for the full 180 days without extension or the full 180 days with extension, the employee shall receive the permanent employment or be returned to his former position. If unable to qualify, he shall be returned to a position equivalent to his former classification without prejudice and at the rate of pay for such position.
- 22.40 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 one 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 one step increase in pay.
- 22.50 An employee may refuse promotion without bias or loss of seniority.
- 22.60 Insofar as practicable, all employees shall be given equal opportunity to familiarize and train for promotion.

23.00 Procedures for filling Vacancies

- 23.10 It shall be the sole and exclusive right of the City to determine when a vacancy exists and if such vacancy shall be filled.
- 23.20 In the filling of vacancies, the names certified to the department head shall be those of the three persons standing highest on the proper register. If there is more than one vacancy, the Personnel Director will certify two 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:
- 23.21 Transfer register
- 23.22 Promotion register

- 23.23 Resignation register
- 23.24 Open competitive register
- 23.25 Related list 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.

23.30 Transfer Register

If an employee wishes to be transferred to another department, he may so notify the Personnel Director, providing he has satisfactorily completed his probation period. If the Personnel Director determines that the applicant possesses the qualifications required for the position, the employee shall be placed on the Transfer Register in accordance with Section 21.

23.40 Promotion Register

- 23.41 It shall be the responsibility of the Personnel Director to determine whether a promotional examination (i.e., one restricted to City employees or City employees working within a given division or department) or an open competitive examination (i.e., one open both to City employees and to qualified members of the general public).
- 23.42 Whenever a new position is established or an existing position is reclassified to a higher pay rate and the requirements of such position as to duties, training, skill, responsibility, effort, and surroundings have been altered to the extent that it warrants a higher classification, the Personnel Director shall determine whether the incumbent should be given status in such higher classification without promotional examination or whether a competitive promotional examination shall be given for the position. Any employee dissatisfied with the classification, description, wage rate, range so established and changed and/or the

Personnel Director's decision as to the method of filling the position shall follow the usual grievance procedure as established by this agreement. No person shall be eligible for promotional examination until he has completed at least six months of service as a regular employee and has the other necessary qualifications.

23.43 Promotional registers shall remain in effect for a period of six months, unless exhausted sooner.

23.50 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 resignation was made, for one 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.

23.60 Open Competitive Register

23.61 The names of properly qualified members of the general public shall be placed in rank order on appropriate eligible registers, the individual scoring highest on the examination standing first.

23.62 City employees who have been in the employ of the City for at least one year and who are eligible following competition in an open competitive examination will be entitled to have five (5) points added to their earned ratings.

23.70 Related List Register

Certification may be made by the Personnel Director from a related employment register when insufficient names to fill current vacancies are contained on the other current employment registers. Certification from a related list shall be made only when the requirements for eligibility on the related eligibility list are equal or greater than those of the Classification being filled. (e.g. A Light Equipment Operator's position may be filled from a Heavy Equipment Operator's list, but a Heavy Equipment Operator's position may not be filled from a Light Equipment Operator's list.)

23.80 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 five days following the date of notification. The registrant's name may also be removed if he has been certified for appointment three 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 any time request that his name be temporarily withdrawn from the register with the approval of the Personnel Director.

23.90 Preferential Assignment

Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the City, will be employed in other work on a job that is operating covered by this agreement which he can do without regard to any seniority provisions of this Agreement, except that such employee may not displace an employee with longer seniority, provided, however, that by written agreement between City and the Union, any such employee may be placed or retained on a job he can do without regard to seniority rules.

24.00 Work Hours and Premium Pay Rates

24.10 The normal work week shall be 40 hours Monday through Friday. Saturday and Sunday may be scheduled only to provide service which cannot reasonably be provided on Monday through Friday. In the event it shall become necessary to alter an existing weekly work schedule to require Saturday and Sunday work as a part of the regular work week in order to provide a public service which cannot reasonably be performed on the currently established schedule the City will notify the Union at least seven days in advance of the proposed change and the Union shall have the right to be aggrieved.

- 24.11 For the purposes of computing premium pay a regularly scheduled work shift shall consist of eight and one half hours less an unpaid  $\frac{1}{2}$  hour lunch period.
- 24.12 Payment for a full shift shall be a sum equivalent to eight times the regularly hourly rate with no premiums.
- 24.13 There shall be five types of premium payments:
- a. Shift Premium
  - b. Overtime: general
  - c. Overtime: Saturday
  - d. Overtime: Sunday
  - e. Overtime: Holidays

24.20 Shift Premium

- 24.21 Five per cent per hour premium pay shall be paid to those employees whose work period begins during the hours between 1:00 P.M. and 9:00 P.M.
- 24.22 Seven per cent per hour premium pay shall be paid to those employees whose work period begins during the hours between 9:00 P.M. and the following 5:00 A.M.

24.30 Overtime: General

- 24.31 Employees will be compensated at the rate of time and one half their regular rate for all hours worked outside their regularly scheduled daily shift.
- 24.32 The Union recognizes that in all instances the City maintains the right to change the regularly scheduled shift. The City shall provide at least twelve hours notice prior to the start of the employees reassigned shift which will then be considered the employee's new regularly scheduled shift.
- 24.33 In the case where an employee is provided proper notice of his new regularly scheduled shift (12 hours) but there exists less than 12 hours between the end of the prior regularly scheduled shift and the beginning of the new regularly scheduled shift, the employee will be compensated at the rate of time and one half for the hours worked on the first daily shift of his new regularly scheduled shift.

24.40 Overtime: Saturday

- 24.41 Employees will be compensated at the rate of time and one half their regular rate for all hours worked on Saturday except in those cases where the hours worked on Saturday are a part of the employee's regularly scheduled shift or work week or if the employee has worked less than forty hours during the week as a result of having been on an unpaid absence.

24.50 Overtime: Sunday

24.51 Employees will be compensated at the rate of two times their regular rate for work performed on a Sunday except in those cases where the hours worked on Sunday are a part of the employee's regularly scheduled shift or work week.

24.60 Overtime: Holidays

24.61 In addition to 8 hours Holiday pay, employees who work on a recognized legal Holiday shall be paid time and one half their regularly hourly rate for hours worked during their regularly scheduled shift and two times their regularly hourly rate for hours worked outside their regularly scheduled shift.

24.62 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 pay, his hourly rate plus 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 plus time and one half.

24.70 Equalization of Overtime

24.71 A roster of all regular employees will be set up by classification within sections. It is the intent that the opportunity for all employees within sections and classification to work overtime will be equalized to the fullest extent possible.

24.72 Regular employees who desire overtime work shall be given first opportunity to do so before probationary and seasonal employees in the same classification whenever practicable.

24.80 Reporting for Overtime and Emergency Work

24.81 It is recognized that the primary responsibility of the City is the preservation of the general health, safety, and welfare of public and the community at large. On occasions when

in order for the City to fulfill this responsibility certain work must be scheduled outside of the regularly scheduled shifts or work weeks the employee shall report for such work when notified by the employer unless excused for good cause.

24.90 Pyramiding of Premium Payments

24.91 Overtime premium pay and shift premium pay will not be paid for the same period of time worked. Overtime will be paid only on the employee's base hourly rate. The payment of overtime for any hour excludes that hour from consideration of overtime payment on any other basis; thus eliminating any double overtime payment.

25.00 Meal Periods

25.10 An employee shall be entitled to one, one-half hour lunch period as near as practicable after completion of approximately one half ( $\frac{1}{2}$ ) of his scheduled shift.

25.20 Employees who are required to work continuously beyond their regularly scheduled work shift shall be entitled to a twenty minute paid lunch period in which to obtain and eat his meal, if such overtime shall cause him to work more than one hour past the end of his regularly scheduled work shift, provided said employee is to be required to work beyond such meal break.

25.30 Employees called out for overtime work shall be entitled to one-half ( $\frac{1}{2}$ ) hour paid lunch period in which to obtain and eat his meal upon completion of each four hours of continuous work provided said employee is to be required to work beyond his lunch break.

26.00 Meal Periods During Emergency Work

26.10 Emergency work is defined as a critical situation, requiring the services of a crew, or work group, at a specific location outside of regular work hours.

26.20 The general conditions and methods used to arrange for a lunch break during emergency work shall be

at the discretion of the person in charge. Location, weather, time of day, urgency of work and size of crew are all variables in this type of work. In general, the following will be used as guide lines:

- 26.21 Approximately six hours should be a maximum length of time required to work without eating.
- 26.22 Arrangements may be made by the Supervisor to purchase food and eat on the job site. In which case the employer will bear the expense of the meal.
- 26.23 The crew may leave the job site and will be allowed meal time as provided for in paragraph 26 to obtain food. In this case the employee will bear the expense of the meal.

27.00 Lunch Hour Procedure

- 27.10 All employees shall be required to eat their lunches on the job site, provided reasonable facilities for cleanup and relief are available at or near such locations.
- 27.20 The lunch period shall not exceed thirty (30) minutes as provided under paragraph 25.10, excluding wash up time which shall not exceed five (5) minutes, unless otherwise established by supervision due to unusual working conditions or facilities; and time spent in traveling to locations which provide the necessary facilities for clean up and relief. Any deviation from the regular scheduled lunch period must be approved by appropriate supervisory personnel.

28.00

Rest Periods

28.10 Employees shall be accorded two (2) rest periods, of ten (10) minutes each, on his scheduled shift. One prior to his lunch period and one following. Breaks shall be governed by departmental regulations.

29.00

Clean Up Time

29.10 Employees shall be entitled to a reasonable amount of paid clean up time at the end of his work shift. Such time shall be established by departments, and shall be determined by the available facilities, and extremities of the employees assignment.

30.00

Reporting Time

Any employee permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of two (2) hours pay at the regular hourly rate.

31.00

Call In Time

31.10 Any employee who is called on an emergency call outside of his regular working hours shall be compensated for the time spent in transportation between the job and his home. Such compensation shall consist of one (1) hour added to the elapsed worked time for emergency service as recorded. Such hour shall be compensated at the overtime rate of time and one half and shall include the time spent in bringing a motor vehicle from and to the Municipal Garage, provided that:

31.11 No compensation shall be allowed for transportation time when the total elapsed time for the emergency amounts to eight hours or more;

31.12 No compensation shall be allowed for transportation time when the emergency working time is continuous with a regular working day or part thereof;

31.13 No compensation shall be allowed for transportation time when the employee is on a regular overtime assignment such as the regularly scheduled Saturday or Sunday work.

32.00

Vacations

The following vacation schedule shall be in effect:

32.10 <u>Time in Service</u>	<u>Vacation Days Earned</u>	
	<u>Per Year</u>	<u>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 hired prior to July 1, 1968, currently receiving more vacation than the above schedule provides will continue that amount until his length of service justifies more. Vacation will be accrued on a monthly basis at the rates indicated above.

- 32.20 Vacation time will be computed from the employees last date of hire.
- 32.30 Vacation leave with pay will not be granted to any employee who has not satisfactorily completed at least six months continuous employment. Vacation leave with pay will not be granted before vacation time has been earned.
- 32.40 Maximum vacation accumulation will be limited to the amount which an employee earns in two years. For example: an employee earning 15 days yearly may accumulate a maximum of thirty days, but an employee earning 20 days per year may accumulate 40 days. The enforcement of this provision will be waived until January 1, 1969 in order that employees may use any excess vacation resulting from the revision in the vacation schedule and vacation accrual procedures. It is the intent and purpose of this article to grant employees time off for vacation. If any employee is prevented from taking his vacation, he shall be paid vacation pay in lieu of vacation. The City reserves the right to schedule vacations so that the needs of the service may be met.
- 32.50 Paid holidays falling within a paid vacation will not be charged against the earned vacation time.
- 32.60 The employer shall have the right to establish and adjust annual leave schedules indicating the number and classification of personnel who shall be permitted to be on annual leave during any given period of time. If, as a result of an uncontrollable situation, it is necessary to adjust an employees approved vacation with less than two weeks notice, the employee shall have the option of receiving pay in lieu of such adjusted vacation or having his adjusted vacation re-scheduled.

32.70 Request for Leave

Requests for annual leave must be made in writing and signed by the applicant. The form will then be submitted to the applicant's immediate supervisor for endorsement and forwarded to the Department or Division head for final approval or disapproval. The applicant will be notified of the disposition of his request as soon as possible, in order that re-scheduling, if necessary, may be arranged.

32.80 Submission in Advance

Leave requests for periods of one or more weeks must be submitted not less than one full week in advance of the start of the leave period. Leave requests for periods of less than one week must be submitted not less than one full working day in advance of the start of the leave period. Earlier submission in either case is strongly recommended. The requirements of this section may be modified or waived by the Department or Division head in case unusual circumstances warrant such action.

32.90 Priority

32.91 It is recognized that a certain number of employees in each classification must remain on duty at all times in order to provide the normal services of the Department or Division. It is also recognized that several leave requests covering the same leave period may be submitted. In establishing a priority between two or more applicants for the same period, a supervisor will first consider the date of leave request and secondly the length of service in the division.

32.92 Any employee who leaves the employment of the City shall be entitled to take his pro-rated accumulated vacation pay at the rate of pay received by said employee at the time of his leaving. Accrued vacation leave will be transferrable when an employee transfers between departments within the City Service.

32.93 In accumulating vacation credit, sick leaves, taken during the period in which vacation is earned, not exceeding the accumulated sick leave of the employee shall be counted as time worked. Absence due to duty connected disability shall also be counted as time worked, except that employees receiving duty disability pensions shall not accrue vacation.

33.00 Emergency Leaves

In case of death in his immediate family a permanent, full-time employee shall be granted a leave of absence, to attend the funeral

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 three (3) days. "Immediate family" is defined as father, mother, sisters, brothers, father-in-law, mother-in-law, husband, wife, children, or relative residing in the employees household.

34.00 Sick Leaves

- 34.10 All regular employees shall be entitled to accrue twelve (12) days paid sick leave annually.
- 34.20 Sick leave shall accrue at the rate of one day per month.
- 34.30 An employee shall work for the City at least six (6) months before taking advantage of paid sick leave. After this term of employment, accruals and accumulations shall be computed as of date of employment.
- 34.40 All employees will have the right to accumulate up to one hundred eighty (180) days of unused sick leave.
- 34.50 Sick leave may be taken for an illness an employee may contact or any exposure to contagious disease he may experience in which the health of others would be endangered by his attendance at duty. A certificate of inability to work by reason of illness from a licensed Doctor of Medicine or Osteopathy, examination by the Health Officer or other physician designated by the City Manager, or 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.
- 34.60 When an employee has been absent for five (5) working days because of illness, before returning to work, he will be required to report to the Health Officer 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 proper form.
- 34.61 Absence Report: When an employee is not able to report for work because of illness or injury, he shall report the fact, or cause it to be reported to his supervisor, division office, or other designated person by telephone or other means within 15 minutes after the regular starting time of his work shift. Unless this requirement is fulfilled, no sick leave will be approved except in unusual circumstances, and then only after approval by the City Manager. In cases of frequent or repetitive sick leave, the Supervisor may require a physician's certificate as proof of illness.
- 34.62 Illness at work: When an employee becomes ill while at work, and does not feel able to complete his work day, he shall report the fact to his immediate supervisor.

Before proceeding to his home, unless otherwise authorized by the supervisor, the employee shall stop at the City Clinic and report his condition and symptoms to the clinic personnel. If the illness continues into the next working day, a normal absence report is required as noted in paragraph 34.61.

- 34.63 Supplemental Absence Reports: When an absence due to illness continues for a period in excess of one week, the employee or a member of his family shall report as in paragraph 34.61 at weekly intervals, giving the employee's condition, progress, probable date of return and the name of the attending physician.
- 34.70 An employee's eligibility for payment of compensation for time allegedly lost due to illness or contagious disease contact shall be determined by the Department Head and his decision shall be final subject to the grievance procedure.
- 34.80 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.
- 34.90 Charges against accrued sick leave will be made for time lost on account of illness for which the employee would have received pay and during which normally he would be required to work.

34.91 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 employees previous sick leave record and must be approved by the employee's department head and the Personnel Director.

- 34.92 Upon separation from the service the employee shall be charged for sick leave

taken in excess of the amount accumulated.

35.00 Sick Leave Upon Termination

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

36.00 Jury Duty

An 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.

37.00 Holidays

37.10 Eligibility for payment of: All permanent employees shall be eligible to receive holiday pay under the following regulations:

37.11 To be eligible for a paid holiday the employee must have worked his entire last preceding scheduled work day before the holiday and have worked his first succeeding scheduled work day after the holiday, or be on an approved paid leave of absence, if absent on either of said days.

37.20 The following days will be considered holidays: New Year's day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

38.00 Injury Time

Each full time, regular, permanent employee and each probationary employee occupying a full time, permanent position, who is unable to work as a result of an injury arising out of and in the course of his employment with the City, shall receive injury time benefits for

resultant time lost during a period not to exceed one (1) year following the date of injury.

An employee entitled to injury time benefits shall receive them weekly and such benefits shall be computed on the basis of his current weekly wage. The amount of injury time benefits shall be an amount which, after deduction of Federal, State and City income taxes, social security and/or pension contributions, and any employee authorized payroll deductions, and after addition of weekly Workmen's Compensation benefits, if any, to which the employee may be entitled, shall then be equal to seventy-five percent (75%) of the employee's current net or "take home" pay, provided however, that a committee composed of the City Manager, City Attorney and Health Officer, may, in individual cases and upon showing of merit, increase the amount of injury time benefits so as to equal one hundred percent (100%) of the employee's net or "take home" pay and provided further that any such increase shall be reviewed at least once in every four (4) week period.

When an employee has been unable to work for such time as to be entitled to weekly workmen's Compensation benefits and he has received full or partial injury time benefits without setoff of Workmen's Compensation benefits, and it is determined that he is entitled to receive Workmen's Compensation benefits under the provisions of Act 10, P.A. 1912, First Extra Session, as amended, the City shall be entitled to take credit for a refund of injury time benefits so paid in an amount equal to weekly Workmen's Compensation benefits payable for said disability. It is intended hereby that no employee shall receive more in injury time and Workmen's Compensation benefits than he would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after one year from the date of an injury arising out of and in the course of his employment may use  $\frac{1}{2}$  day of accumulated sick leave for each day of absence to supplement Workmen's Compensation benefits, in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided, and shall cease to accrue while an employee is receiving Workmen's Compensation benefits only.

39.00

Unpaid Leaves of Absence

- 39.10 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 two years. Upon expiration of the leave the employees will be reinstated to the position held before the leave was granted.
- 39.20 Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.
- 39.30 Such leaves may be granted for illness or other justifiable reasons.

- 39.40 No leave shall be granted primarily in the interest 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.
- 39.50 Leaves of absence without pay for periods not to exceed three (3) days may be approved by the Department Head. Leaves of absence without pay for more than three (3) days must be approved by the Personnel Director before leave is taken, except in emergency situations where advance notice is impossible. In such cases retroactive approval may be granted.

40.00

Military Leave

- 40.10 Any permanent full-time 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 shall be granted a leave of absence without pay for the period of service or duty required.
- 40.20 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 service, providing:
- 40.21 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 one year.
- 40.22 He is discharged under honorable conditions, and he establishes this fact to the satisfaction of the employer.
- 40.23 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.
- 40.30 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.
- 40.40 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.
- 40.50 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 grievance in compliance with the grievance procedure.

41.00 Disciplinary Procedure

41.10 Types of Disciplinary Action: It is recognized by both the City and the Union 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.
- 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.
- 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.

41.20 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 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.
- M. Failure to pay or make reasonable provisions for future payment of just debts.

41.30 Disciplinary Records: Records of all disciplinary actions shall be maintained as follows:

Warnings shall be issued in writing and shall contain the date, brief description of the violation, the signatures of the foreman or supervisor and the employee. All warnings issued shall remain in effect for a period of 12 months unless the employee has received more than one warning for the same violation, in which case, all such reports shall remain in effect for a period of 12 months from the date of issue of the last warning.

All disciplinary actions, other than warnings, shall be issued in writing by the Department Head with copies going to the employee, Union and the Personnel Director. Letters of reprimand and suspension shall remain in effect for a period of 24 months unless the employee commits a similar offense, in which case, all such similar actions shall remain in effect for a period of 24 months from the date of the last issuance. However, letters, demotions and suspensions shall be subject to review by the City upon request of the Union, after a period of 12 months.

42.00 Life Insurance and Hospitalization

- 42.10 The City will provide term life insurance to the next \$1,000 higher annual income with a double indemnity provision. For example, an employee earning \$7,100 will be insured for \$8,000 or \$16,000 in the case of accidental death. This rate of coverage shall be adjusted each year on July 1.
- 42.20 The City will provide hospitalization and medical coverage equal to Blue Cross - Blue Shield MFV 1 \$50.00 deductible, as constituted July 1, 1971 for all permanent employees and dependents. The City shall pay the premium costs as in effect July 1, 1971.

43.00 Car Allowances

- 43.10 Meter Readers: Meter readers will be paid twenty-five (25.00) dollars per month while reading meters in the City for the use of their automobile in the performance of such readings. In the event the services of the City of Saginaw are expanded, or decreased, in a manner contrary to that, as prescribed above, this subject shall automatically be immediately re-opened for further negotiations.
- 43.20 Others: In the event that any other 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 seven (7) cents per mile or that which is agreed upon between the employer and the Union, through negotiations, which shall take place within a period of not more than thirty days after the necessity of the employees furnishing such transportation has been established by the employer.

44.00 Protective Clothing & Safety Equipment

The employer shall make proper provisions for the safety and health of all employees. The employer will furnish non prescription safety glasses, goggles, and canvas gloves. Rain clothing, rubber gloves and boots to employees when essential. In each case worn out equipment must be turned in, in order to receive replacements. This equipment, if and when supplied, must be used by the employee.

45.00 Uniforms

45.10 The employer will provide work uniforms on a one change per week basis for the following positions:

Motor Equipment Division - All positions except:

- 1. Superintendent of Motor Equipment
  - 2. Two (2) Parts-Stock Clerks
  - 3. Account Clerk
- Positions covered.....23

Parks Division

- 1. Seven (7) Tree Trimmer positions
- Positions covered.....12

Water and Sewer Maintenance Division - All Positions except:

- 1. Parts Stock Clerk
  - 2. Custodial Worker
  - 3. Two (2) Utility Man III - Inspectors
  - 4. Three (3) Foremen
  - 5. Two (2) Clerks
  - 6. Supervisor
- Positions covered.....34

Wastewater Division

Positions covered.....24

Total positions provided one change weekly 93

45.20 The employer will provide work uniforms on a two change per week basis for the following positions:

Streets Division

- 1. Rubbish collection crews and asphalt crews.....38
- Total positions provided two changes weekly.....38

46.00 Tool Allowance for Mechanics

The employer will continue to replace broken and worn tools owned and used by Mechanical Equipment Repairmen and Equipment Bodymen-Painter at a yearly cost not to exceed \$52.00 per man, per year.

46.10 Tool Responsibility

City employees shall be responsible for assigned tools lost or damaged through negligence of the employee.

47.00 Work Rules

The employer shall make reasonable work rules in each division. Any protest against the reasonableness of the rules may be treated as a grievance. Such rules shall be posted in a conspicuous place within each division. The union shall be advised prior to the posting of new work rules. New rules shall not be effective until posted.

47.10 Time Card Procedures

Employees shall punch proper time cards not more than 15 minutes prior to reporting in time. Failure to punch time card and have time card immediately verified by foreman properly jeopardizes full payment for the shift.

48.00 Pay Day

Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the current practice.

49.00 Bulletin Boards

Bulletin Boards shall be erected in all divisions for the use of the employees. Bulletin Boards shall be used for posting notices of bona fide Union activities only. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin boards.

50.00 Scholarships

Each year the Union agrees to contribute an amount of money to the City Scholarship Fund. With this contribution the City agrees to consider children of Local 466-M members to be eligible for the scholarship awards.

Cost of Living Program

The employer shall provide a cost of living payment based upon a 1¢ / hour increase for each .4 point that the Consumer Price Index surpasses the base index of 119.8 , Cost of Living adjustments, upward or downward, are to be made effective the first full pay in September, December, March, and June based upon the Bureau of Labor Statistics published Consumer Price Index (All items, nation wide - 1967 = 100) for the previous months of July, October, January, and April respectively.

The new Cost of Living payment table will be as follows:

<u>Consumer Price Index</u>	<u>COST OF LIVING PAYMENT</u>
119.8 - 120.1	0¢ / hour + 3
120.2 - 120.5	1¢ / hour + 3
120.6 - 120.9	2¢ / hour + 3
121.0 - 121.3	3¢ / hour + 3
121.4 - 121.7	4¢ / hour + 3
121.8 - 122.1	5¢ / hour + 3
122.2 - 122.5	6¢ / hour + 3
122.6 - 122.9	7¢ / hour + 3
123.0 - 123.3	8¢ / hour + 3
123.4 - 123.7	9¢ / hour + 3
123.8 - 124.1	10¢ / hour + 3
124.2 - 124.5	11¢ / hour + 3
124.6 - 124.9	6¢ / hour + 3 7/1/72
125.0 - 125.3	1¢ / hour + 3
125.4 - 125.7	2¢ / hour + 3
125.8 - 126.1	3¢ / hour + 3
126.2 - 126.5	4¢ / hour + 3
126.6 - 126.9	5¢ / hour + 3
127.0 - 127.3	6¢ / hour + 3
127.4 - 127.7	7¢ / hour + 3
127.8 - 128.1	8¢ / hour + 3
etc.	etc.

52.00 Necessary Seven-Day Operations

52.10 Work Schedule: Crews in 24 hour continuous operations shall work in accordance with the five man rotating work schedule illustrated herein as Exhibit "A". This schedule will be prepared for one 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 five man rotating work schedule will average 40 hours per week and take 5 weeks to cycle. 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  
3 days off  
7 days on 3rd shift  
3 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.

52.20 Meal Periods: All shifts employees with the exception of the relief shift will eat their lunch at their operation work site. The relief shift follows the procedure as set forth in paragraph 27 .

52.30 Holidays: Each employee working the 5 man rotating schedule shall be credited with eight compensatory days for holidays which will occur within a given annual schedule at the time that

schedule becomes effective. In so far as possible, these days will be scheduled off on the Monday relief shift designated (2) on exhibit "A".

- 52.40 Overtime Provisions - Seven Day Employees: Employees working in necessary continuous seven 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 eight hours per day or in excess of the hours in the regularly assigned work schedule for which overtime has not already been earned.
- 52.50 Overtime-General: Time and one half shall be paid for the first scheduled off day worked in a work week and double time shall be paid for the second scheduled off day worked in a work week and time and one half for succeeding scheduled off day, provided the employee has worked or been on authorized leave during all prior days in his work week. 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.
- 52.60 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.
- 52.70 Reporting for Overtime and Emergency Work: It is recognized in those operations where continuous 24 hour 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.
- 52.80 Shift Differential: Salaried employees at the Filtration and Sewage Disposal Plants who are assigned to rotating shifts, which include night shifts and evening shifts shall be paid an additional \$1.40 for each 1st shift actually worked and an additional \$1.00 for each 3rd

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.

53.00

Wages

Wages for members of this bargaining unit shall be paid in accordance with the wage schedule contained in Appendix A, attached hereto and made a part of this agreement.

54.00

General Clauses

54.10 Effect of Legislation

If any law now 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 here- upon notice to the other may reopen for negotiation the invalidated portion.

54.20 Waiver Clause

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that ne- gotiations will not be reopened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this agreement.

55.00

TERM OF AGREEMENT

This agreement shall continue in full force and effect for the period from July 1, 1971 or earlier to July 1, 1974 or the pay period in which this date falls, and thereafter until amended or modified as provided herein. Either party hereto may, on or after May 1, 1974 serve a notice in writing upon the other party of its desire to amend or terminate this agreement effective July 1, 1974. In such event, the parties, and/or their representatives shall commence negotiations immediately on such proposed amendments for a succeeding agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~23rd~~ 23rd  
day of May, 1972,

Local 466-M Service Employees  
International Union, AFL-CIO

By Earl Fuller  
Earl Fuller, President

By Gary Smith  
Gary Smith, Vice President

By Daniel Smalley  
Daniel Smalley, Member

By Herbert Wortley  
Herbert Wortley, Member

City of Saginaw

By Paul H. Wendler  
Paul H. Wendler, Mayor

Attest E. A. Donaldson  
E. A. Donaldson, City Clerk

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

Approved as to substance MAY 23 1972

E. H. Potthoff, Jr.  
E. H. Potthoff, Jr.  
City Manager

E. A. Donaldson  
CITY CLERK

Approved as to form

W. Vincent Nash  
W. Vincent Nash  
City Attorney

## APPENDIX A

\*  
 WAGE RATES FOR JOB CLASSIFICATIONS REPRESENTED BY LOCAL 466-M  
 SERVICE EMPLOYEES INTERNATIONAL UNION  
 AFL-CIO

CLASS CODE	CLASS TITLE	START	AFTER 6 MONTHS	AFTER 1YEAR	AFTER 2 YRS.	AFTER 5 YRS	AFTER 10YRS.	AFTER 15YRS.	AFTER 20YRS.
0185	Parts Stock Clk. I	3.60	3.67	3.75	3.83	3.99	4.06	4.14	4.22
0186	Parts Stock Clk. II	3.75	3.83	3.91	4.00	4.16	4.24	4.32	4.39
4015	Plant Operator	4.09	4.18	4.26	4.35	4.53	4.60	4.68	4.76
4020	Pump. Stat. Mech.	4.09	4.18	4.26	4.35	4.53	4.60	4.68	4.76
4025	Plant Mtce. Mech.	4.35	4.45	4.55	4.65	4.83	4.90	4.98	5.06
4037	Sew. Plt. Mtce. Man I	3.83	3.91	4.00	4.09	4.16	4.24	4.32	4.39
4038	Sew. Plt. Mtce. Man II	4.00	4.09	4.18	4.26	4.34	4.42	4.49	4.57
4115	Plt. Mtce. Elect.	4.35	4.45	4.55	4.65	4.83	4.90	4.98	5.06
4140	Water Meter Reader	3.75	3.83	3.91	4.00	4.16	4.24	4.32	4.39
5016	Marina Attendant	3.53	3.60	3.67	3.75	3.83	3.90	3.98	4.05
5032	Custodial Worker	3.40	3.46	3.53	3.60	3.67	3.74	3.82	3.89
5040	Rubbish Collector	3.67	3.75	3.83	3.91	3.99	4.06	4.14	4.22
5045	Laborer I	3.53	3.60	3.67	3.75	3.83	3.90	3.98	4.05
5050	Laborer II	3.67	3.75	3.83	3.91	3.99	4.06	4.14	4.22
5075	Equip. Serviceman I	3.75	3.83	3.91	4.00	4.08	4.15	4.23	4.31
5080	Equip. Serviceman II	3.91	4.00	4.09	4.18	4.25	4.33	4.41	4.48
5085	Equip. Bodyman Painter	4.26	4.35	4.45	4.55	4.63	4.70	4.78	4.86
5087	Mech. Equip. Rep- airman I	4.00	4.09	4.18	4.26	4.34	4.42	4.49	4.57
5090	Mech. Equip. Rep- airman II	4.26	4.35	4.45	4.55	4.63	4.70	4.78	4.86
5095	Lt. Equip. Opr.	3.75	3.83	3.91	4.00	4.08	4.15	4.23	4.31
5105	Hvy. Equip. Opr. I	4.00	4.09	4.18	4.26	4.34	4.42	4.49	4.57
5110	Hvy. Equip. Opr. II	4.18	4.26	4.35	4.45	4.53	4.60	4.68	4.76
5112	Land Fill Opr.	4.18	4.26	4.35	4.45	4.53	4.60	4.68	4.76
5115	Utilities Man I	3.83	3.91	4.00	4.09	4.16	4.24	4.32	4.39
5120	Utilities Man II	4.09	4.18	4.26	4.35	4.43	4.51	4.58	4.66
5123	Utilities Man III	4.26	4.35	4.45	4.55	4.63	4.70	4.78	4.86
5130	Maintenance Man I	3.83	3.91	4.00	4.09	4.16	4.24	4.32	4.39
5140	Maintenance Man II	3.83	3.91	4.00	4.09	4.16	4.24	4.32	4.39
5141	Maintenance Man III	4.09	4.18	4.26	4.35	4.43	4.51	4.58	4.66
5143	Maintenance Man IV	4.18	4.26	4.35	4.45	4.53	4.60	4.68	4.76
5.65	Tree Trimmer	4.00	4.09	4.18	4.26	4.34	4.42	4.49	4.57

\* Rates shown above do not include cost of living allowance.

APPENDIX B

WAGE RATES FOR JOB CLASSIFICATIONS REPRESENTED BY LOCAL 466-M  
SERVICE EMPLOYEES INTERNATIONAL UNION  
AFL-CIO

Effective from July 1, 1971 or earlier to July 1, 1974 or the pay period in which this date falls.

- A. A 10¢ per hour increase effective the first of the pay period including July 1, 1972.
- B. A 10¢ per hour increase effective the first of the pay period including July 1, 1973.
- C. Unlimited Cost of Living paid as specified in previous contract and on July 1, 1972 and July 1, 1973, all but 3¢ of the Cost of Living shall be added to the base pay and this 3¢ shall be carried over to the next year.

EXHIBIT "A"

FIVE MAN ROTATING WORK SCHEDULE

for

24-Hour Continuous Work Operations

FIVE MAN CREW

		NAME	NAME	NAME	NAME	NAME
January	1 Sun	0	1	2	3	0
	2 Mon	2	1	2	3	0
	3 Tue	2	1	2	0	3
	4 Wed	2	1	2	0	3
	5 Thr	2	1	0	0	3
	6 Fri	2	1	0	2	3
	7 Sat	0	0	1	2	3
	8 Sun	0	0	1	2	3
	9 Mon	0	2	1	2	3
	10 Tue	3	2	1	2	0
	11 Wed	3	2	1	2	0
	12 Thr	3	2	1	0	0
	13 Fri	3	2	1	0	2
	14 Sat	3	0	0	1	2
	15 Sun	3	0	0	1	2
	16 Mon	3	0	2	1	2
	17 Tue	0	3	2	1	2
	18 Wed	0	3	2	1	2
	19 Thr	0	3	2	1	0
	20 Fri	2	3	2	1	0
	21 Sat	2	3	0	0	1
	22 Sun	2	3	0	0	1
	23 Mon	2	3	0	2	1
	24 Tue	2	0	3	2	1
	25 Wed	2	0	3	2	1
	26 Thr	0	0	3	2	1
	27 Fri	0	2	3	2	1
	28 Sat	1	2	3	0	0
	29 Sun	1	2	3	0	0
	30 Mon	1	2	3	0	2
	31 Tue	1	2	0	3	2
February	1 Wed	1	2	0	3	2
	2 Thr	1	0	0	3	2
	3 Fri	1	0	2	3	2
	4 Sat	0	1	2	3	0