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Saginaw, City of

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



*Personnel Dept.
City Hall
Saginaw, Mich. 48601*

EFFECTIVE AUGUST 9, 1974
THROUGH JULY 1, 1976

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This Agreement made as of this 12th day of August, 1974, 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 Union and the Employer in entering into this labor agreement to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations between the City of Saginaw and its employees for the efficient and continuous operation of all municipal services.

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 will notify the Union of his intent. The Union shall be allowed to have a silent observer witness any discussions and adjustments of the grievance. 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

Each employee who would be eligible to acquire or maintain membership in the Union and who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, upon completing the probationary period, to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be an amount equal to the Union's regular monthly dues.

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 sub contract or purchase any or all work, processes or services on the construction of new facilities or the improvement of existing facilities. Sub contracting out work regularly performed by bargaining unit members will be limited to emergency situations or the unavailability of qualified bargaining unit members; (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 the bargaining unit to perform bargaining unit work only in emergency situations when bargaining unit members are unavailable.

The employer will continue to use working foremen in accordance with present practice; (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 set the wage rate for new classifications except that any employee whose existing job is affected under this provision shall not suffer a rate reduction and in the event additional duties are imposed as the result of job combinations or changes hereunder, a new wage rate shall be established by the City, which rate may be reviewed through the grievance procedure; (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 and promote employees from one classification, department or shift to another; (o) to select employees for promotion 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, its officers, agents and members agree that the Union will not countenance or condone any strikes, sit-downs, slow-downs, stoppage of work or any acts of any nature that tend to interfere with any of the services of the City of Saginaw, and the Union will use all available means at its disposal to prevent same during the life of this Agreement.
- B. Violation of this Article by any employee or group of employees shall constitute just cause for discharge and/or the imposition of discipline or penalties.

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, except as otherwise provided in Section 2.20 of this contract.

8.00 Grievance Committee Defined

The Grievance Committee shall be composed of 3 employees elected within the bargaining unit and such other union officers and representatives as may be deemed necessary by the Union.

8.10 Bargaining Committee Defined

The Bargaining Committee shall be composed of 4 employees elected within the bargaining unit and such other Union officers and representatives as may be deemed necessary by the Union.

9.00 Function and Payment of Grievance Committee Members

Committeemen, Stewards and/or Alternates shall be paid by the employer for time lost in processing of grievances related to the City of Saginaw only during their regular working hours at their regularly scheduled earned rate, provided they have been authorized by the employer of their intended absence from their regular work assignments to process such grievances. Such authorization shall be withheld only for just cause. 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. In no event shall the combined number of employees to be paid exceed three.

- 9.10 The 4 employees elected within the bargaining unit as set forth in Paragraph 8.10 shall be paid by the employer for time lost in negotiations with the City of Saginaw only during their regularly scheduled working hours at their regularly scheduled earned rate provided they have notified their supervisor 18 hours in advance of intended absence. In no event shall the combined number of employees to be paid exceed 4.
- 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 officers, 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 became aware of it. In no case shall time exceed 30 days from time of occurrence. Nothing herein shall prevent an employee from being represented by their Union Steward at any step of the grievance procedure.

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 and/or the aggrieved shall meet with the immediate supervisor within 24 hours following the signing of the grievance. The steward and/or the aggrieved 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 within 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 All grievances other than those con-

cerning disciplinary action, appointment or promotion shall be processed in the following manner:

Within ten (10) working days of the receipt of the answer at Step 5 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.

14.62 All grievances concerning disciplinary action, appointment or promotion shall be processed in accordance with either of the following:

- (a) In compliance of Section 40 of the Saginaw City Charter (Personnel Advisory Board).
- (b) Through the Labor Arbitration Panel. Such panel shall be composed of one member appointed by the City, one member appointed by the Union, and the Chairman shall be Mr. Hugo Braun, Jr. of Saginaw, Michigan.

In the event of a vacancy of the Chairman of the panel, the parties shall mutually agree on a replacement.

The procedure used for processing of these grievances shall be in accordance with Section 14.61.

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.

14.74 Grievance meetings between the Union and the employer shall be conducted in a private location and shall include only those persons involved in the dispute and/or those persons provided for herein.

15.00 Seniority

15.10 Employee shall acquire seniority as of their last date of hire.

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. The Union shall be notified of the change of status of such 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.
- 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 (5) 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 (1) 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 \$9,000.00 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 junior 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.
- 17.40 All four (4) designated Union officers and stewards shall be assigned a minimum of 10 years seniority for layoff purposes only. This shall not apply to officers and stewards elected during a layoff period.

18.00 Layoff Benefits

On or before January 1, 1975 the City shall

comply 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.

19.00 Transfers and Promotions

Posting of jobs: All job openings shall be posted on bulletin boards at least fourteen (14) calendar 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 one hun-

dred eighty (180) days. If retained for the full one hundred eighty (180) 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.

If retained for the full one hundred eighty (180) days 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 (3) 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) is to be given.

- 23.42 Whenever a new position is established or an existing posi-

tion 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 (6) 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 (6) 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 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 (7) 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 (8½) hours less an unpaid one half (½) hour lunch period.
- 24.12 Payment for a full shift shall be a sum equivalent to eight (8) times the regular hourly rate including longevity, but excluding all other 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 (5%) 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 (7%) 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 City shall provide at least twelve (12) 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 of if the employee has worked less than forty hours during the week as a result of having been on an unpaid absence.

24.42 Employees required to work on a regularly scheduled day off and on work of a non-emergency nature, shall be given 18 hours notice prior to the beginning of such scheduled overtime work.

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 two times their regularly hourly rate for all hours worked outside their regularly scheduled shift.
- 24.62 When an employee works on a Friday preceeding 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 at 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.
- 24.73 Employees shall be credited, but not paid for overtime opportunity if employer has taken reasonable steps to notify the employee of the overtime. This credit shall be used only for the purpose of computing equalization of overtime.

24.80 Reporting for Overtime and Emergency Work

- 24.81 In the event the employer must schedule work 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. Such work shall be scheduled in accordance with Section 24.70.

24.90 Pyramiding of Premium Payments

24.91 The payment of overtime for any hour excludes that hour from consideration of premium payment on any other basis except longevity premiums.

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.

25.11 Employees who work during their scheduled meal period and continue to work for one (1) or more hours immediately following the scheduled meal period shall be paid at the rate of time and one-half for the meal period and shall have an unpaid meal period scheduled later. Employees shall not be required to work for more than six (6) hours without a meal period

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 $\frac{1}{2}$ 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 25 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 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.

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 appropriate or designated storage area, 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.

31.20 Any employee called into work outside of their regular working hours shall be guaranteed a minimum of 2 hours work or pay in lieu of such work at the applicable overtime rate, if any, in addition to transportation provisions.

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 30 days, but an employee earning 20 days per year may accumulate 40 days. 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 rescheduled.

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 rescheduling, 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 except, probationary employees, 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 employee's father, mother, sisters, brothers, father-in-law, mother-in-law, husband, wife, children, or relative residing in the employee's household.

34.00

Sick Leaves

- 34.10 All employees who have completed the probationary period shall be entitled to 12 days paid sick leave annually. Accruals and accumulations shall be computed as of date of employment.
- 34.20 Sick leave shall accrue at the rate of one (1) day per month.
- 34.30 Employees must have completed the probationary period before using paid sick leave.
- 34.40 All employees will have the right to accumulate up to one hundred ninety two (192) 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 Clinic of the Personnel Department where a report of the illness and authorization of the employee's return to work will be made. Supervisors shall not allow any employee to return without authorization from the Health Clinic, 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 prior to the scheduled 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 $\frac{1}{2}$ 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.

Retirement for purposes of this section means actual withdrawal from the labor market, and not merely a change in jobs. Deferred retirement does not qualify for the unused sick leave payment if the employee is merely resigning to accept another position or go to other full time employment. The benefits occurring under this section are to go to only those employees that actually intend to permanently "retire from employment anywhere."

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.

In order to receive injury leave benefits the employee must contact the 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.

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 employee 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 to an employee for the purpose of seeking or obtaining employment elsewhere.
- 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 induc-

tion 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, then 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.

40.60 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 two (2) weeks per year. Such leave shall be granted only upon advance notice of one (1) week to the employer.

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.

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.
- B. Reporting for work under the influence of alcohol or drugs.
- C. Offensiveness in conduct or language in public or toward the public, supervisors or other employees.
- D. Falsification of personnel and/or work records.
- E. Failure to obey any proper directive made or given by a

superior officer.

- F. Willful destruction of City property.
- G. Use of political influence in attempting to secure a promotion, leave of absence, transfer or preferential work assignments.
- H. Acceptance of personal gifts or other valuables in connection with work performed on City time.
- I. Abuse of sick leave or injury leave.
- J. Use of alcohol or unlawful use of drugs during a work shift.

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 MVF 1 as constituted August 9, 1974 for all permanent employees and dependents. The City shall pay the premium costs. The additional coverage to be effective as soon as Blue Cross - Blue Shield can make adjustment.
- 42.30 The City will provide Master Medical coverage equal to Blue Cross - Blue Shield Master Medical - Option 1 as constituted on August 9, 1974 for all permanent employees and dependents. The City shall pay the premium cost as in effect August 9, 1974. The additional coverage to be effective as soon as Blue Cross - Blue Shield can make adjustment.
- 42.40 Full paid Blue Cross - Blue Shield as provided for in Section 42.20 and 42.30 for Municipal Employees Retirement System retirees at age 60, and spouse, if retiree is not working. At age 65 this working restriction does not apply.

Employees receiving disability pension

benefits from Municipal Employees Retirement System shall have full paid Blue Cross - Blue Shield as provided in Sections 42.20 and 42.30 without regard to age.

43.00 Car Allowances

43.10 Meter Readers: Meter readers will be paid forty dollars (\$40.00) 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 reopened 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 (30) 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, 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.

44.10 In the event the employer requires any employee to wear a special type safety footwear, the employer shall provide such footwear and shall be reimbursed by the employee for the amount in excess of \$10.00 of the purchase price. Such footwear becomes the property of the employee and shall be given normal care and protection.

45.00 Monthly Safety Meetings

There shall be monthly safety meetings held with one (1) Union representative from each department and one (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.

46.00 Uniforms

46.10 The employer will provide work uniforms for the following positions:

Motor Equipment Division - Two (2) changes per week for all positions except Parts-Stock Clerks.

Parks Division - Two (2) changes per week for all Tree Trimmer positions and one (1) change per week for all other positions.

Cemetaries Division - One (1) change per week for all positions.

Water and Sewer Maintenance Division
One (1) change per week for Parts Stock Clerk; Custodial Worker;

Meter Reader and Utility Man I and II. Two (2) changes per week for Sewer Cleaners.

Wastewater Division - Two (2) changes per week for all positions.

Streets Division - Two (2) changes per week for all Rubbish collection and asphalt crews. One (1) change per week for all employees except above rubbish collection and asphalt crews.

47.00 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 \$65.00 per man, per year.

47.10 Tool Responsibility

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

48.00 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.

49.00 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.

48.10 All employee pay checks will be distributed in sealed envelopes.

50.00 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.

51.00 Scholarships

The Union will not participate in the City scholarship program.

52.00 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 144.0. 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>
144.0 - 144.3	0¢ / hour
144.4 - 144.7	1¢ / hour
144.8 - 145.1	2¢ / hour
145.2 - 145.5	3¢ / hour
145.6 - 145.9	4¢ / hour
146.0 - 146.3	5¢ / hour
146.4 - 146.7	6¢ / hour
146.8 - 147.1	7¢ / hour
147.2 - 147.5	9¢ / hour
147.6 - 147.9	10¢ / hour
148.0 - 148.3	11¢ / hour
148.4 - 148.7	12¢ / hour
148.8 - 149.1	13¢ / hour
149.2 - 149.5	14¢ / hour
etc.	etc.

9/1/74

53.00 Pensions for members of this bargaining unit shall be in accordance with the retirement provisions contained in Appendix "B" attached hereto and made a part of this Agreement.

54.00 Necessary Seven-Day Operations

54.10 Work Schedule: Crews in 24-hour continuous operations shall work in accordance with the five (5) 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 (5) man rotating work schedule will average 40 hours per week and take five (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.

54.20 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.

- 54.30 Holidays: Each employee working the five (5) man rotating schedule shall be credited with eight (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.
- 54.40 Overtime Provisions - Seven Day Employees: Employees working in necessary continuous seven (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 eight hours per day or in excess of the hours in the regularly assigned work schedule for which overtime has not already been earned.
- 54.50 Overtime General: Time and one half shall be paid for the first and third scheduled off day worked in a work week and double time shall be paid for the second and fourth scheduled off day worked in a work week; 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.
- 54.60 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.

54.70 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.

54.80 Shift Differential: Employees at the Wastewater 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.

55.00 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.

56.00 General Clauses

56.10 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 hereto upon notice to the other may reopen for negotiation the invalidated portion.

56.20 Waiver Clause

The parties agree that all negotiable

items have been discussed during negotiations leading to this Agreement, and therefore agree that negotiations 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.

56.30 If at any time while this contract 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 Union.

57.00

TERM OF AGREEMENT

This Agreement shall continue in full force and effect for the period from August 9, 1974 to July 1, 1976 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, 1976 serve a notice in writing upon the other party of its desire to amend or terminate this Agreement effective July 1, 1976. 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 2nd day of December, 1974.

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

City of Saginaw

By Bobby Wisniewski
Bobby Wisniewski,
President

By William F. Nelson, Jr.
William F. Nelson, Jr.
Mayor

By Richard G. Kleinbreil
Richard G. Kleinbreil,
Vice President

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

By Frederick Cummings
Frederick Cummings,
Recording Secretary

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

By Mac M. Rodriguez
Mac M. Rodriguez,
Member

DEC 2 1974

E. A. Donaldson
CITY CLERK

Approved as to substance

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

Approved as to form

W. Vincent Nash
W. Vincent Nash
City Attorney

A P P E N D I X A
 *WAGE RATES FOR JOB CLASSIFICATIONS REPRESENTED BY LOCAL 466-M
 SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO

Class Code	Class Title	Start		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 15	Step 20
		4/74	4/78												
0185	Parts Stock Clerk I	4.55	4.55	4.70	4.78	4.86	4.95	5.03	5.12	5.21	5.30	5.39	5.47	5.56	5.65
0187	Parts Stock Clerk II (B)	4.70	4.70	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74	5.83
4015	Plant Operator	5.04	5.04	5.21	5.30	5.40	5.49	5.57	5.66	5.75	5.84	5.93	6.02	6.11	6.20
4020	Pumping Station Mechanic	5.04	5.04	5.21	5.30	5.40	5.49	5.57	5.66	5.75	5.84	5.93	6.02	6.11	6.20
4025	Plant Mtce. Mechanic	5.30	5.30	5.50	5.60	5.70	5.79	5.87	5.96	6.04	6.13	6.22	6.31	6.40	6.49
4037	Sewage Plt. Mtce. Man I	4.70	4.78	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74	5.83
4038	Sewage Plt. Mtce. Man II	4.86	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	5.65	5.74	5.83	5.92	6.01
4115	Plt. Mtce. Electrician	5.30	5.30	5.50	5.60	5.70	5.79	5.87	5.96	6.04	6.13	6.22	6.31	6.40	6.49
4140	Water Meter Reader	4.70	4.70	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74	5.83
5016	Marina Attendant	4.41	4.48	4.55	4.62	4.70	4.79	4.87	4.96	5.05	5.14	5.23	5.32	5.41	5.50
5032	Custodial Worker	4.28	4.35	4.41	4.48	4.55	4.64	4.72	4.81	4.90	4.99	5.08	5.17	5.26	5.35
5040	Rubbish Collector	4.55	4.62	4.70	4.78	4.86	4.95	5.03	5.12	5.21	5.30	5.39	5.47	5.56	5.65
5045	Laborer I	4.41	4.48	4.55	4.62	4.70	4.79	4.87	4.96	5.05	5.14	5.23	5.32	5.41	5.50
5050	Laborer II	4.55	4.62	4.70	4.78	4.86	4.95	5.03	5.12	5.21	5.30	5.39	5.47	5.56	5.65
5075	Equipment Serviceman I	4.62	4.70	4.78	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74
5080	Equipment Serviceman II	4.78	4.86	4.95	5.04	5.13	5.21	5.30	5.38	5.47	5.56	5.65	5.74	5.83	5.92
5085	Equipment Bodyman Painter	5.13	5.21	5.30	5.40	5.50	5.59	5.67	5.76	5.85	5.94	6.03	6.12	6.21	6.30
5087	Mechanical Equip. Repr. I	4.86	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	5.65	5.74	5.83	5.92	6.01
5090	Mechanical Equip. Repr. II	5.13	5.21	5.30	5.40	5.50	5.59	5.67	5.76	5.85	5.94	6.03	6.12	6.21	6.30
5095	Light Equipment Operator	4.62	4.70	4.78	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74
5105	Heavy Equipment Operator I	4.86	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	5.65	5.74	5.83	5.92	6.01
5110	Heavy Equipment Operator II	5.04	5.13	5.21	5.30	5.40	5.49	5.57	5.66	5.75	5.84	5.93	6.02	6.11	6.20
5112	Land Fill Operator	5.04	5.13	5.21	5.30	5.40	5.49	5.57	5.66	5.75	5.84	5.93	6.02	6.11	6.20
5115	Utilities Man I	4.70	4.78	4.86	4.95	5.04	5.12	5.21	5.30	5.38	5.47	5.56	5.65	5.74	5.83
5120	Utilities Man II	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	5.65	5.74	5.83	5.92	6.01	6.10

*Rates shown above do not include Cost of Living Allowance

A P P E N D I X A
 *WAGE RATES FOR JOB CLASSIFICATIONS REPRESENTED BY LOCAL 466-M
 SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO
 continued

Class Code	Class Title	Start	Start								
		8/9/74	8/9/74	After 6 Mos.	After 1 Year	After 2 Years	After 5 Years	After 10 Years	After 15 Years	After 20 Years	
5123	Utilities Man III	5.13	5.21	5.30	5.40	5.50	5.59	5.67	5.76	5.85	
5130	Maintenance Man I	4.70	4.78	4.86	4.95	5.04	5.12	5.21	5.30	5.38	
5140	Maintenance Man II	4.86	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	
5141	Maintenance Man III	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	5.65	
5143	Maintenance Man IV	5.04	5.13	5.21	5.30	5.40	5.49	5.57	5.66	5.75	
5165	Tree Trimmer	4.86	4.95	5.04	5.13	5.21	5.30	5.39	5.47	5.56	

*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 August 9, 1974 to July 1, 1976 or
the pay period in which this date falls.

- A. A 14¢ per hour increase effective the first of
the pay period including July 1, 1975.
- B. Unlimited Cost of Living paid as specified in
previous contract and on July 1, 1975 all of
the Cost of Living shall be added to the base
pay.
- C. Employees shall be covered by the Municipal
Employees Retirement System (Act 135 of 1945
as amended).
- D. 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.

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