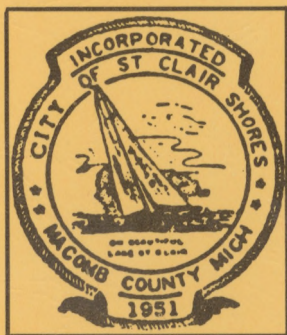


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AGREEMENT

JULY 1, 1973 - JUNE 30, 1976



CITY AND EMPLOYEES UNION
ST. CLAIR SHORES
*
LOCAL 1015

*City of St. Clair Shores
Municipal Offices
27600 Jepperson Ave.
St. Clair Shores, Mich.*

48081

St. Clair Shores, City of...

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1973, by and between the CITY OF ST. CLAIR SHORES (hereinafter referred to as the Employer) and the LOCAL UNION NO. 1015 and COUNCIL NO. 23, OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the Union).

(NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

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

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

I. RECOGNITION – Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages,

hours of employment, and other conditions of employment for the term of this Agreement of all permanent City Employees of the Employer included in the bargaining units, with the exception of Policemen, Firemen, those appointed by the Council, and the following:

City Engineer	Superintendent of DPW
Assistant City Engineer	Superintendent of Water Dept.
Engineering Assistant	Asst. Supt. DPW (2)
City Librarian	Asst. Water Superintendent
Director of Finance	Chief Clerk
Deputy Treasurer	Recreation Center Manager
Deputy Assessor	DPW Foreman I
Deputy Clerk	DPW Foreman II
Building Maintenance Engineer	City Manager's Secretary
Director of Recreation	Assistant City Librarian
Supervisor of Recreation Activities	Civic Arena Manager
Chief Building Official	Civic Arena Manager's Assistant
Planning Director	Court Clerk
Assistant Planning Director	Secretary to Department Heads

2. AID TO OTHER UNIONS

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

3. UNION SECURITY – Requirements of Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, and the Employees who become members after the signing of this Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

- (b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- (c) An employee who shall tender to the Union an amount equal to the initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
- (d) Employees shall be deemed to be members of the union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

4. MANAGEMENT RIGHTS

The Union recognizes the right of management to manage its affairs and to direct the work force.

5. UNION DUES AND INITIATION FEES

- (a) Payment of Check-Off. Employees shall tender the initiation fee and monthly membership dues by signing the "Authorization for Check-Off of Dues" form.

CHECK-OFF FORMS: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who has executed the following:

Authorization for Check-Off of Dues Form:
**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTIONS**

By: _____
(Please Print) Last Name First Name Middle Name

CLASSIFICATION _____ SS No. _____

To _____
(Employer)

Effective _____ I hereby request
and authorize you to deduct from my earnings the current
initiation fee being charged by AFSCME Local Union
No. _____ and effective the same date to deduct
from my earnings each _____ a
sufficient amount to provide for the regular payment of
the current rate of monthly Union Dues, as certified by
the Union. The amount deducted shall be paid to the
Treasurer of _____ of the Ameri-
can Federation of State, County and Municipal Em-
ployees. This Authorization shall remain in effect unless
terminated by me, by written notice to the Union and
Employer within thirty (30) days immediately preceding
the termination date of the existing Union-Management
Agreement or termination of my employment.

This space reserved for
additional information when
required.

Employees Signature

Street Address

(b) When deductions begin

Check-off deductions under all properly executed Authorization for Check-Off Dues Forms shall become effective at the time of application is signed by the Employee and shall be deducted from the second (2nd) pay of the month and each month thereafter.

(c) Remittance of dues to financial officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible before the tenth (10th) day of the following month.

(d) Termination of Check-Off

An Employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the fifteenth (15th) day of the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

(e) Disputes concerning membership

Any dispute concerning Employee's membership in the Union shall be subject to the grievance procedure if not resolved.

6. UNION REPRESENTATION

It is mutually agreed that principal of proportional representation which reflects a steward for each department is a sound and sensible basis for representation.

7. STEWARDS AND ALTERNATE STEWARDS

(a) In each department Employees in that department shall be represented by one (1) steward who shall be a regular Employee. In the absence of the steward an alternate may be appointed by the Local President. If the president is unable to appoint a steward or alternate he shall act as the steward until one becomes available.

- (b) Departments are listed as below:
 - City Hall
 - Library
 - Water Department
 - Department of Public Works
 - Recreation Center & Sign Division of DPW

- (c) The stewards, after notification to their supervisors, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer.

8. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Union representatives. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union Council and/or a representative of the International Union.

- (b) The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with Union Council or International representatives.

9. PRESENTING A GRIEVANCE AND TIME OF ANSWERS

An Employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step 1

- (a) If an employee feels that he has a grievance, he shall discuss the grievance with the immediate Supervisor of that Department and the Steward may be present.

The Steward shall discuss the grievance with the immediate Supervisor. The immediate Supervisor of the various group classifications are as follows:

Planning Department	Planning Director
Engineering Department	Engineering Assistant
Addressograph Department	Deputy Assessor
Tax Department	Deputy Assessor
Assessing Department	Deputy Assessor
Bookkeeping Department	Director of Finance
Payroll Department	City Treasurer
Cashier	City Treasurer
Building Department	Chief Building Official
Administrative Aides I	City Clerk
Administrative Aides II	City Manager
City Clerk's Office	Deputy City Clerk
Water Department	Assistant Water Superintendent
Library	City Librarian
Police Department (Clerical)	Police Inspector
Recreation Department	Director of Recreation
Recreation Center	Building Manager
Dept. of Public Works	Foreman of Division
Radio Dispatcher	Assistant Superintendent DPW
Building Custodians	Bldg. Maintenance Engineer
Violations Bureau	Municipal Judge
Civic Arena	Arena Manager

- (b) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to either The Supervisor or Superintendent of the Department, whichever may apply. The grievance must be presented in writing by the Steward to the Supervisor or Superintendent within fifteen (15) calendar days after knowledge of its occurrence in order to be a proper matter of the grievance procedure.
- (c) The Supervisor or Superintendent will reply, in writing, within five (5) working days.
- (d) If the departments supervisor or superintendent's answer is not satisfactory the grievance may be referred to the Local President, who may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance, or grievances, appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer.
- (e) The designated representative of the Employer is the City Manager.
- (f) The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representatives of the Employer.
- (g) The Local President, or his representative, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. The Department Supervisor or Superintendent will grant him permission to leave his work for this purpose.

Step 2

If the representative of the Employer and the Union do not dispose of this matter, and the Union feels that the matter should be carried further, it shall be submitted to the Civil Service Board, who shall render a decision within fourteen (14) days in writing to the Local Union President. If no decision is rendered within the fourteen (14) day period, the Union may proceed to Step 3 of the Grievance Procedure. The Union agrees to give notice of intent to proceed to Step 2 within 90 days of decision from agenda step.

Step 3

Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of any specific Article and Section of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the appeal and review board of the grievance procedure, may be submitted to arbitration within 60 days after the rendering of the Civil Service Board's decision in strict accordance with the following:

Said Arbitrator shall be selected in the following manner:

The American Arbitration Association shall submit to both the Union and the Employer a list of five (5) arbitrators, and both parties shall select three (3) of the names contained on said

list of five (5) as their selections. From the selections as submitted to the Association, they shall select the Arbitrator who shall determine the dispute. The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be paid by the party against whom the decision is rendered.

1. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision: (a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement. (b) Granting any wage increases or decreases. (c) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
2. The Arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter the City cannot delegate, alienate or relinquish.
3. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
4. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employ-

ment obtained subsequent to his removal from the City payroll.

5. The decision of the arbitrator in a case shall not require a retro-active wage adjustment in another case except by express agreement of the parties.
6. There shall be no appeal from the Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the City, on the Employee or Employees, and on the Union.
7. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
8. Arbitration wherever possible, shall be conducted on the location where the grievance originated.

* If any of the provisions of the grievance procedure shall be determined to be invalid, it shall not affect the validity of this Agreement.

(Sec. 10)

SUB-CONTRACTING

During the term of this agreement the employer shall not contract or sub-contract any public work covered under Civil Service job specifications performed by the employees if such work shall cause a lay-off of any permanent employee or loss of any regular working hours for any permanent employee.

However, if such contracting or sub-contracting is done by the City, the City will give notification to the Union prior to the bidding of the contract to do the work.

11. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an Employee work to which he is entitled and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him in the next succeeding pay period, for the earnings he lost through failure to give him such work.

12. DISCHARGE AND DISCIPLINE

(a) Notice of discharge or discipline.

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the Department and/or Local President of the discharge or discipline.

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

(c) Appeal of Discharge or Discipline.

Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If

the decision is not satisfactory to the Union, the matter shall be referred to Step 2 grievance procedure.

(d) Use of past record.

In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employer's vehicle, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

13. SENIORITY – Probationary Employees

(A) New Employees hired in the Unit shall be considered as probationary employees for the first six (6) months of their employment. The calendar days probationary period shall be accumulated within not more than (1) year. When an Employee completes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

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

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

14. SENIORITY LISTS

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

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

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

(d) **Organizational Chart.** The employer will furnish the Union Secretary with an up-to-date Organizational Chart every ninety (90) days. First copy 10-1-73.

15. LOSS OF SENIORITY

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

(a) He quits

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

(c) He is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exception shall be made by the Employer in writing signed by the City Manager. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority and his employment has been terminated.

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

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

(f) He retires.

16. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made. Shift changes will only be allowed in the event of vacancy or newly created positions.

17. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall in the event of a lay-off, of any type, be continued at work as long as there is a job in their Department which they can perform, and shall be recalled to work in the event of a lay off on the first open job in their Department which they can perform.

18. SENIORITY OF OFFICERS

Notwithstanding their positions on the seniority list, the President, Vice President, Treasurer and Recording Secretary of the Local Union shall, in the event of a lay off only, be continued at work at all times provided they can perform any of the work available.

19. SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this Agreement shall be subject to the approval of the Union. They shall be approved or rejected within a period of thirty (30) days. If neither approved or rejected by the Local Union within the time herein set forth, the supplemental agreement shall be deemed to have been approved.

20. LAY-OFF DEFINED

(a) The word "lay-off" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary for a lay-off, the following procedure will be mandatory. Temporary employees will be laid off first, then probationary, and then seniority employees. Seniority employees shall not be laid off if they can meet the requirements of temporary or probationary employees. In proper cases exceptions may be made subject to the grievance procedure. No temporary people or overtime work shall be offered where a layoff exists.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off. The Local Union secretary shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

21. RECALL PROCEDURE

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

within ten (10) days from date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of lay-off or a period equal to his seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

22. TRANSFERS

(a) **Transfer of Employees:** If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a

position within the Unit, he shall not have accumulated seniority while working in the position to which he was originally transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any other benefits provided for in this Agreement.

If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(b) Inter-departmental transfers within classification: Inter-departmental transfers within classification of salaried employees will be made in accordance with seniority as will not adversely affect the operation of the departments. Where the City grants a leave of absence or a sick leave of 12 months or less, the vacancy shall not be subject to inter-departmental transfers and may be filled by a temporary employee.

All inter-departmental transfers shall be posted within five (5) working days after the vacancy occurs. Written applications shall be filed with the City Clerk — the position being filled within seven (7) working days after the termination of the posting period. All transferred employees must remain in the requested position for a period of six (6) months.

23. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of employees meeting requirements as specified and designated in Appendix D.

Job vacancies will be posted for a period of seven (7) calendar days setting forth the requirements for the position in a conspicuous place in each building within seven (7) days after the vacancy exists.

If the promotion requires a performance examination, the eligible employee shall be determined and granted the promotion within seven (7) calendar days after the closing of the posted position.

For positions requiring a written examination for which a prior examination in that classification has been given the eligible employee shall be determined and granted the promotion within fourteen (14) calendar days after the closing of posting. If no prior examination has been held, the period shall be extended seven (7) calendar days.

If an oral examination is required, the eligible employee shall be determined and granted the promotion within seven (7) calendar days following the civil service board meeting held as early as possible after the employee's eligible to take the oral examination have been determined.

For all promotional examinations, an eligibility list shall be maintained for each specified position until that position has been filled beyond the probationary period of the employee granted the promotion.

For employees who start in Step "A" only, the probationary period for hourly rated classification shall be 3 months at which time the employee shall be increased to the next step.

For employees who start in Step "A" only, the probationary period for salaried positions shall be six (6) months with an increase to the next step after 3 months.

(b) Employees required to work in a higher classification for one (1) day shall be paid the rate of the higher classification.

After an employee working in a higher classification accumulates 90 days in that classification, any future time spent at the higher classification will be at the next highest step.

24. REINSTATEMENT OF VETERANS LAW

The re-employment rights of Employees and probationary Employees will be governed by applicable laws and regulations.

A probationary Employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus one hundred eighty (180) days.

25. EDUCATION LEAVE OF ABSENCE

(a) Employees shall be granted leave of absence for a period of up to two (2) years in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the Employee and the Employer.

(b) Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid a maximum of one (1) week's pay when they are engaged in normal Reserve Training periods, provided that proof of service is submitted. If required to serve more than one (1) week, the Employer shall grant the Employee any additional time required with loss of pay or shall allow the Employee to use compensatory or vacation time.

26. LEAVE OF ABSENCE

Leave of absence for reasonable periods as defined below will be granted without loss of seniority for:

- (a) Serving in any elected position in the Union — One (1) year.
- (b) Maternity leave — Nine (9) months.
- (c) Illness leave (physical or mental) — One (1) year.
- (d) Prolonged illness in immediate family of spouse, children, step-children, or wards — One (1) year.

Such leave may be extended for like cause, in writing, by the Employer.

27. LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the International Union, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions for the Local Union.

Such time off with pay shall be limited to sixty (60) hours a year accumulative to one hundred and twenty (120) hours over a two (2) year period. Any additional time off will be allowed without pay upon approval of the City Manager.

28. SICK LEAVE

All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year with unlimited accumulation. Effective July 1, 1973 two (2) sick leave days can be used for personal business. Effective July 1, 1974, three (3) sick leave days can be used for personal business. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. All unused sick leave

days shall be paid upon the Employee's retirement, or to his estate in case of his death. For computation of payment for unused sick leave days, a maximum of two hundred (200) days shall be used. Unused sick leave days with the 200 day limit will be paid 100% on retirement or to his estate in case of his death. Fifty (50%) percent of unused sick leave days shall be paid in cash to an Employee upon separation from service. The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

An Employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in the Agreement and will be construed as days worked specifically. Serious illness of husband, wife, or child, may warrant use of sick leave or vacation time by Employee after arrangements have been made with his immediate Supervisor.

Sick time may be figured on an hourly basis, allowing Employees to deduct sick time by the hour.

In order to receive credit for a months employment, the employee must be credited with a minimum of ten (10) working days on his payroll records.

29. FUNERAL LEAVE

In the event of a death in the immediate family of the Employee, he shall be entitled, when so required, to the next four (4) days with regular pay (Saturday and Sunday to be included but without pay unless a regularly scheduled work day) to arrange for or to attend the funeral and burial. The employee shall be entitled to an added day if the funeral is out of the State or if the funeral falls on the 5th day after death. Immediate family shall be deemed to be husband, wife, children, step-

children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law. Employees shall be entitled to one (1) day with pay, when so required, in the event of a death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law. The foregoing shall not be deductible from sick leave or vacation.

30. LONGEVITY SERVICE PAY

An Employee shall be paid longevity of One Hundred Fifty (\$150) Dollars after completion of five (5) years total service and an additional One Hundred Fifty (\$150) Dollars for each five (5) years total service thereafter to a maximum of Seven Hundred Fifty (\$750) Dollars.

All Employees whose anniversary date falls between January 1 and June 30, shall be paid in November. Employees whose anniversary falls between July 1 and December 31, shall continue to be paid in November until the fiscal year in which they shall reach the next step in length of service. In that fiscal year, he shall be paid the longevity as soon as possible after January 1, and at the same time each year thereafter.

All Employees will be paid pro-rata longevity as determined by their employment date upon separation from City Employment.

In order to receive credit for a months employment, the employee must be credited with a minimum of ten (10) working days on his payroll record.

Longevity Schedule:

Five (5) Years	\$150.00
Ten (10) Years	\$300.00
Fifteen (15) Years	\$450.00
Twenty (20) Years	\$600.00
Twenty-Five (25) Years	\$750.00 (Maximum)

Effective July 1, 1974 Longevity Schedule

Five (5) Years	2% of base pay
Ten (10) Years	4% of base pay
Fifteen (15) years	6% of base pay
Twenty (20) Years	8% of base pay
Twenty-Five (25) Years	10% of base pay

31. WORKING HOURS – All Salaried Employees

(a) Employees who work on the second shift shall receive in addition to their regular pay for the pay period five (5%) percent per hour; employees on the third shift seven and one half (7½%) percent per hour.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m., but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon, but before 7:00 p.m. The third shift is any shift that regularly starts after 7:00 p.m. and before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of seven and one-half (7½) hours per day. All salaried Employees shall be entitled to a one (1) hour lunch period.

(d) Employees shall have a fifteen (15) minute "rest period" in the A.M., and also a fifteen (15) minute "rest period" in the P.M., on the first half and second half of their regular shift, whichever may apply.

(e) Salaried employees working other than their regular work schedule shall be compensated by

compensatory time off for the first one hundred fifty (150) hours accumulated in a fiscal year as defined in Section 32.

(f) All compensated time accumulated shall be paid the Employee upon his or her retirement, on separation from service, or to his or her estate in case of death.

(WORKING HOURS – Hourly)

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, five (5%) percent per hour on the third shift seven and one-half (7½%) percent per hour.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m., but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon, but before 7:00 p.m. The third shift is any shift that regularly starts after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of eight (8) hours per day. All hourly Employees shall be entitled to a half-hour (1/2) lunch period.

(d) Employees shall have a fifteen (15) minute "rest period" in the A.M., and also a fifteen (15) minute "rest period" in the P.M., on the first half and second half of their regular shift, whichever may apply.

(SHIFT DIFFERENTIAL PAY)

(a) A regular full-time Employee who shall be required to work other than the usual schedule (Monday through Friday) shall be entitled to a shift differential pay in the amount of five (5%) percent of the regular pay for such work. Regular full-time Library Employees shall receive a differential pay in the amount of two and one-half (2½) percent of the regular pay rate, with the exception of Librarian II's.

(PREMIUM PAY)

(a) Effective July 1, 1973, an employee assigned to garbage collection in the Division of Sanitation DPW shall receive a premium pay of ten (10¢) cents per hour, in addition to his regular rate of pay while engaged in such work. Effective July 1, 1974, the premium pay shall be twelve (12¢) cents per hour, while engaged in such work. Employees in the Division of Sanitation, assigned to a crew in which each member of the crew serves his equal turn as a driver and a pick-up man shall receive equal pay. Such pay rate shall be that of Laborer II, plus the above premium. It shall be understood that such pay rate shall apply only when actually engaged in such work, and no employee shall receive a permanent civil service rating because of such assignment or because of having received such premium pay.

32. TIME AND ONE-HALF AND DOUBLE TIME

Time and one half and double time will be paid as follows:

Hourly Employees working over eight (8) hours in one day and all time worked on Saturday shall be

compensated at time and one-half. Time worked on Sunday shall be paid twice the Employee's regular rate of pay. Compensation for work on holidays shall be twice the Employee's regular rate of pay, plus holiday pay. Rest period time counts toward the regular 8 hours necessary for overtime.

Salaried Employees who have accumulated one hundred fifty (150) hours of compensatory time in a fiscal year shall be paid for all additional overtime on the same basis as the hourly employees. Rest period time shall count for the 8 hours necessary for overtime pay.

33. HOLIDAY PROVISIONS

(a) Paid holidays shall be as follows: The day before New Year's Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Armistice Day (Veterans Day), Thanksgiving Day, the day before Christmas, Christmas Day, and any other holidays declared by the Council. In addition the employee shall be entitled to his birthday off. If his birthday falls on Saturday, he shall be entitled to the preceding Friday off – if it falls on Sunday, he shall be entitled to the following Monday off. Employees whose birthday falls on February 29 shall be entitled to February 28th off in years other than Leap Year. When an employee's birthday falls on a holiday, the employee may take the day before or the day after the holiday off.

(b) Employees will be paid their current rate based on their normal work day for said holidays.

34. VACATION ELIGIBILITY

All regular full-time Employees shall be entitled to a vacation with pay after completion of their probationary period. Vacations earned shall be calculated on a calendar year basis.

All employees shall be entitled to ten (10) days vacation during the first five years of continuous service. All employees shall be entitled to fourteen (14) days after five (5) years continuous service through and including the tenth (10th) year, seventeen (17) days after ten (10) years of continuous service, through and including the fifteenth (15th) year, twenty (20) days after fifteen (15) years of continuous service.

An employee shall be allowed to accumulate a maximum of thirty (30) vacation days with the prior written approval of the department head filed with the City Manager.

Upon separation from service, the Employee's earned vacation shall be computed on a pro-rata basis.

In order to receive credit for a month's employment, the Employee must be credited with a minimum of ten (10) working days on his payroll record.

35. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he shall notify his Supervisor one (1) week before leaving, to request the payroll department to receive the check in advance.

(b) **Rate during vacation:** Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

36. UNION BULLETIN BOARDS

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

A copy shall be furnished upon posting to the City Manager.

37. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot properly be placed in an existing classification, the Employer or his representative will notify the Union prior to establishing a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

38. TEMPORARY ASSIGNMENTS

Temporary assignments to a higher classification involving higher pay for the purpose of filling vacancies of Employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in that department who meets the requirements for such jobs. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, if they fill such vacancy for eight (8) hours or more, subject to Section 23 (b) under PROMOTIONS.

In the event that no Employee in the Department meets the requirements, the senior Employee on an employee-wide basis will be granted the opportunity provided he meets the requirements.

39. JURY DUTY

An Employee who serves on jury duty shall be paid the difference between his pay for jury duty and his

regular pay. If an employee is released 5 hours before the end of his regular shift he shall report for the 2nd half of his shift.

40. SAFETY COMMITTEE

A Safety Committee of Employees and the Employer's representative is hereby established. This Committee shall include the Chief Stewards of both hourly and salaried Employees and shall meet upon request during regular daytime working hours, for the purpose of making recommendations to the Employer.

41. HOSPITALIZATION COVERAGE-MEDICAL

The Employer agrees to pay the full premium for hospitalization medical coverage for the Employee and his family; the plan to be Blue Cross-Blue Shield, MVF-2 Plan, Master Medical with a drug rider (\$2.00 deductible) semi-private coverage. This coverage shall include for a period of three (3) months all seniority and probationary employees who have exhausted their vacation and sick days. This coverage shall be applied to all employees in the bargaining unit. The Employer agrees to pay the full cost of hospitalization for its retirees under the St. Clair Shores Employees Retirement System, from the earnings of the Retirement System. In addition the Employer agrees to pay fifty percent of hospitalization cost for the spouse and dependents from City funds. It is understood that the cost of hospitalization shall include the regular medicare expense for both husband and spouse.

42. WORKMEN'S COMPENSATION – On the Job Injury

Each Employee will be covered by the applicable workmen's compensation laws. The Employer further agrees that an Employee being eligible for Workmen's

Compensation will receive, in addition to his workmen's compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on a regular work week. Each full-time permanent Employee and each probationary Employee who is unable to work as the result of an injury arising out of the course of employment shall not be charged with sick leave.

When an employee suffers a job incurred injury covered by Workmen's Compensation during his/her probationary period, all seniority rights due the employee will accrue but the normal probationary period for work performance on the job shall be maintained.

If an employee is permanently disabled and receives a disability retirement, the City's payment of wages shall be discontinued.

43. LIFE INSURANCE COVERAGE

The Employer shall increase the present life insurance coverage to \$10,000 with no added cost to the employee.

44. OVERTIME AND EQUALIZATION OF OVERTIME HOURS

(a) All salaried Employees shall be paid overtime as stipulated in this Agreement.

(b) An Employee called for emergency duty in addition to his regular working hours shall receive not less than (4) hours pay. The Employee shall receive premium time for the time actually worked and, if he does not work four (4) hours, he shall receive straight time for the remaining time to a minimum of four (4) hours. This minimum shall not apply to an employee called out for emergencies while he is under an established stand-by pay arrangement.

(c) Overtime hours shall be divided as equally as possible among employees in the same classification in their department. An up-to-date list showing overtime hours will be posted *each pay period for hourly and quarterly for salaried* in a prominent place in each department.

The employee will be allowed a period of two weeks after each quarterly posting to protest the current figures. The two weeks will be extended for an employee on an excused absence.

Whenever overtime is required, the person with the least number of overtime hours in that classification within his Department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of Employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

For the purpose of this clause, time not worked because the Employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the Employees working during that call-out period. Four (4) hours minimum.

(d) Any Employee required to work emergency overtime expected to exceed two (2) hours immediately following his regular full day shall be permitted time off without pay for the purpose of eating a meal if he desires, and if conditions of the emergency permit.

(e) Any Employee required to work four (4) hours of overtime following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose

of eating, provided he will be required to return for additional overtime. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime.

(f) This provision is intended to apply only to emergency overtime work following regular working hours, and shall not apply when an Employee is required to work not more than an eight (8) hour shift at overtime rates because such work is done on a day other than his usual work day.

(g) Supervision shall determine if an Employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his regularly scheduled shift without a minimum of (4) hours pay. If an Employee is sent home because of an anticipated emergency and has not worked any overtime, twelve (12) hours previous to his regular shift, he shall be paid for his full regular shift.

(h) Employees on stand-by time, by Supervision's request, shall be compensated at the rate of \$6.00 per day, \$12.00 for Sunday and Holidays. If worked, stand-by time plus actual time worked shall be paid.

(i) An employee who is required to work fourteen (14) hours within a 24 hour period and leaves work between the hours of 1 A.M. and 7 A.M. shall be granted a six hour rest period. If the rest period runs into the employees regular shift, he shall receive 1/2 hour pay for each hour lost on his regular shift. If an employee on rest period is called in to work before the end of the rest period he shall receive time and one half for all hours

worked up to the termination time of the rest period plus the 1/2 hours pay per hour mentioned above.

An employee who feels he does not need a rest period may, with his Supervisor's approval, report to work on his regular shift at his regular rate of pay.

45. APPENDIX CLAUSE

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

Appendix A – Part-Time Full-Time Employees

Appendix B – Pensions (for Information Purposes Only)

Appendix C – Schedule of Salary Ranges

Appendix D – Classification and Requirements for Promotion

Appendix E – Temporary—Seasonal Employees

Appendix F – Disabled Employees & Jobs Dangerous to Health

Appendix G – Pledge against Discrimination-Coercion

Appendix H – Protective Devices

Appendix I – Uniform or Uniform Allowance

Appendix J – Cost of Living Allowance

Appendix K – Special Projects – Temporary Employees

Appendix L – Letter of Understanding (current special projects)

Appendix M – Training Program

46. RATIFICATION

The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification by them on or before August 9, 1973.

47. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1976.

(a) If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment, as herein-after provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party one hundred twenty (120) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. IF NOTICE OF AMENDMENT HAS BEEN GIVEN IN ACCORDANCE WITH THIS PARAGRAPH, THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY ON TEN (10) DAY'S WRITTEN NOTICE OF TERMINATION. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) **Notice of Termination or Modification:** Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to the Local Union Secretary, and to the Employer, addressed to the City Manager, City Hall, St. Clair Shores, Michigan, or to

any such address as the Union or the Employer may make available to each other.

During negotiations, all benefits will remain in effect.

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

FOR THE UNION:

FOR THE EMPLOYER:

Robert M. Sawicki
Robert M. Sawicki, President

Frank J. McPharlin
Frank J. McPharlin, Mayor

Richard A. Scott
Richard Scott, Vice-President

Donald J. Harm
Donald J. Harm, City Manager

William Schwanger, Jr.
William Schwanger, Jr.
Treasurer

Alice A. Hak
Alice A. Hak, Secretary

Shirley Zerilli
Shirley Zerilli, Steward

Robert Schwanger
Robert Schwanger, Steward

APPENDIX A

PART-TIME FULL-TIME EMPLOYEES

Part-time Full-time Employees shall be defined as Employees working a regular schedule, but less than eight (8) hours per day and/or forty (40) hours per week.

All such Employees shall be covered under all provisions of this Agreement on a pro-rated basis.

At any time it is possible these part-time full-time positions shall be made a full time position and eliminate part-time full-time provisions.

APPENDIX B

(This Appendix is for identification purposes only.)

PENSIONS

(a) Retirement at age sixty (60) with ten (10) years service, computed at one and three-quarters ($1\frac{3}{4}$) percent of average final compensation times of years of credited service.

(b) Employees working beyond the age of sixty-five (65) will receive no credit for any years after age sixty-five (65), but will continue to contribute to the Pension Fund as long as they are employed by the City.

(c) Employees may retire at age fifty-five (55) with twenty-five (25) years service, computed at one and three-quarters ($1\frac{3}{4}$) percent of average final compen-

sation times years of credited service, with a reduction of one-half ($1/2\%$) percent a month prior to age sixty (60).

(d) Employees may leave the employ of the City after twenty-five (25) years of service, or at age fifty-five (55) with ten (10) years of service and receive a full pension at age sixty (60), computed at one and three-quarters ($1\frac{3}{4}$) percent of final compensation times years of credited service.

(e) An employee who becomes disabled will receive a pension of one and three-quarters ($1\frac{3}{4}$) percent of final compensation, times years of credited service, with a minimum of seventeen and one-half ($17\frac{1}{2}$) percent of final compensation.

(f) Employees shall contribute one and three-quarters ($1\frac{3}{4}\%$) percent of their wages subject to Social Security and five (5%) percent of their pay in excess of Social Security. The City shall contribute the percentage needed to keep the Pension Fund solvent.

(g) Employees shall receive no less than three (3%) percent interest on their accumulated Pension Fund money, and shall receive a statement each year as to the amount accumulated.

APPENDIX C

SCHEDULE OF SALARY RANGES

— Effective July 1, 1973

	STEP A Beginning Salary	STEP B After 3 Months (Probationary) Time 6 months)	STEP C After 15 Months	STEP D After 24 Months
Clerk (Library)	7103	7413	7517	7630
Clerk I	7517	7863	7985	8106
Library Clerk I	7517	7863	7985	8106
Clerk II	7985	8346	8468	8599
Library Aide I	7985	8346	8468	8599
Cashier	8468	8868	9006	9143
PBX Operator	8468	8868	9006	9143
Key Punch Operator	8568	8968	9106	9243
Acct. Clerk I	8568	8968	9106	9243
Clerk Steno	8568	8968	9106	9243
Library Acct. Clerk	8568	8968	9106	9243
Clerk III	8728	9143	9282	9429
Library Aide II	8728	9143	9282	9429
Rodman	9006	9429	9576	9731
Sr. Clerk I	9282	9731	9887	10042
Secretary	9282	9731	9887	10042
Acct. Clerk II	9282	9731	9887	10042
Deputy Court Clerk	9282	9731	9887	10042
Meter Reader	9651	10118	10274	10439
Dispatcher	9443	9910	10066	10231
Bldg. Maint. Aide I	97	10231	10394	10576
Librarian I	9755	10231	10394	10576
Sr. Clerk II	9755	10231	10394	10576
Instrument Man	10394	10957	11156	11364
Adm. Aide I	10394	10957	11156	11364
Assessor's Aide I	10394	10957	11156	11364
DPW Adm. Aide I	10394	10957	11156	11364

Bldg. Maint. Man II	10757	11364	11572	11789
Construction Inspector	10757	11364	11572	11789
Engineering Aide I	10757	11364	11572	11789
Urban Renewal Aide I	10757	11364	11572	11789
Librarian	11156	11789	12004	12227
Technical Aide	11156	11789	12004	12227
Sr. Accountant	11156	11789	12004	12227
Asst. Bldg. Maint. Eng.	11572	12227	12454	12678
Adm. Aide II	11572	12227	12454	12678
Assessor's Aide II	11572	12227	12454	12678
Engineering Aide II	11572	12227	12454	12678
Civil Engineer	11572	12227	12454	12678
Survey Party Chief	11572	12227	12454	12678
Sr. Constr. Insp.	11572	12227	12454	12678
Bldg. Inspector	12072	12727	12954	13178
Plumbing Inspector	12072	12727	12954	13178
Electrical Inspector	12072	12727	12954	13178

Increases effective July 1, 1974: 5%

Increases effective July 1, 1975: 5½%

SCHEDULE OF HOURLY PAY RANGES — July 1, 1973

Janitress	4.03	4.16	4.22
Laborer I	4.53	4.67	4.75
Laborer II	4.67	4.82	4.89
*Maintenance Man I (Activities Center)	4.77	4.91	5.00
Clerk Bookmobile Driver	4.67	4.82	4.89
Bldg. Custodian II	4.82	4.98	5.05
Water Maint. & Inst. Man	4.82	4.98	5.05
Laborer III	4.92	5.08	5.15
*Maintenance Man II	4.92	5.08	5.15
Tree Trimmer I	4.92	5.08	5.15
Water Serviceman	4.92	5.08	5.15
Grounds Maint. Man I	4.92	5.08	5.15
Tree Trimmer II	5.13	5.28	5.38

Special Equipment Operator	5.13	5.28	5.38
Dog Warden	5.13	5.31	5.39
Auto Mechanic	5.31	5.71	5.80
Auto Mechanic Welder	5.31	5.71	5.80
Auto Mechanic Leader	5.56	5.96	6.05

APPENDIX D (SALARIED)

CLASSIFICATIONS AND REQUIREMENTS FOR PROMOTIONS

CLASSIFICATIONS	REQUIREMENTS
Clerk (Library)	Written, Oral
Library Clerk I	Written, Oral
Clerk I	Written, Oral
Clerk II	Seniority
Library Aide I	Written, Seniority
Cashier	Written, Seniority
PBX Operator	Performance Exam, Seniority
Key Punch Operator	Performance Seniority
Account Clerk I	Written, Seniority
Library Account Clerk	Written, Seniority
Clerk-Steno	Written, Oral, Seniority
Clerk III	Written, Seniority
Library Aide II	Written, Seniority
Rodman	Written, Seniority
Senior Clerk I	Written, Seniority
Secretary	Written, Oral High Score
Deputy Court Clerk	Written, Seniority
Account Clerk II	Written, Seniority
Meter Reader	Written, Seniority
Dispatcher	Written, Seniority

Bldg. Maint. Aide I	Performance, Seniority
Librarian I	Oral
Senior Clerk II	Written, Oral, High Score
Instrument Man (Surveyor)	Written, Seniority
Administrative Aide I	Written, Seniority
Assessor's Aide I	Written, Seniority
DPW Administrative Aide I	Written, Seniority
Technical Aide	Written, Seniority
Construction Inspector	Written, Seniority

CLASSIFICATIONS AND REQUIREMENTS FOR PROMOTIONS

CLASSIFICATIONS

REQUIREMENTS

Engineering Aide I	Written, Seniority
Assistant Bldg. Maint. Eng.	Written, Seniority
Urban Renewal Aide I	Written, Seniority
Librarian II	Oral
Senior Accountant	Written, Seniority
Administrative Aide II	Written, Seniority
Assessor's Aide II	Written, Seniority
Engineering Aide II	Oral
Civil Engineer	Oral
Building Inspector	Oral
Electrical Inspector	Oral
Plumbing Inspector	Oral
Sr. Construction Inspector	Oral
Bldg. Maint. Man II	Performance, Seniority
Survey Party Chief	Written, Seniority

HOURLY

Janitress	Written, Oral
Laborer I	Written, Oral
Laborer II	Seniority

Grounds Maint. Man I	Performance, Seniority
Water Maint. & Inst. Man	Performance, Seniority
Laborer III	Performance, Seniority
Maintenance Man II	Performance, Seniority
Bldg. Custodian II	Written, seniority
Water Serviceman	Written, Seniority
Auto Mechanic	Written, Seniority
Auto Mechanic Welder	Written, Seniority
Auto Mechanic Leader	Written, Seniority
Dog Warden	Seniority, Performance
Bldg. Maint. Man I	Oral, Seniority
Clerk-Bookmobile Driver	Written, Performance
Special Equip. Operator	Performance, Seniority
Tree Trimmer I	Performance, Seniority
Tree Trimmer II	Performance, Seniority

* One (1) point per year of service with City

* One-quarter (¼) point for each three (3) months of service with City.

APPENDIX E

TEMPORARY EMPLOYEES – SEASONAL EMPLOYEES

Periods of Employment by Departments:

DPW	May 15 to November 1
Sanitation	April 15 to January 10
Sewer	May 15 to November 1
Sign	June 1 to November 1

PARKS

Groundskeepers	April 1 to November 15
Ice Rinks	December 1 to March 31

RECREATION

Summer Program	May 15 thru Labor Day
Clerical	April 1 to September 30

WATER DEPT.

LaborersJune 1 to August 31
Meter ReaderJune 1 to August 31
ClericalJune 1 to August 31

LIBRARY

.....June 1 to September 30

POLICE DEPARTMENT

Clerical-Dog LicenseMarch 1 to September 1

CLERKS OFFICE

Elections90 days subsequent —
— 90 days prior to election Special Projects — Distribution
of Precincts.

CIVIC ARENA

Annually as required — 24 hours per week maximum (4
employees maximum)

CASHIER

June 15 to Sept. 15 — December 1 to March 1

ENGINEERING

(Survey Crew — June 1 to September 30)

Temporary openings at the Civic Arena shall be posted City-wide. Regular City employees who are hired as temporary employees shall be paid at temporary employee rate of pay.

APPENDIX F

DISABLED EMPLOYEES AND JOBS DANGEROUS TO HEALTH

The Employer shall make every effort to place Employees who, through physical sensitivity, or otherwise, become partially disabled on their present jobs on work which they are able to perform.

APPENDIX G

PLEDGE AGAINST DISCRIMINATION AND/OR COERCION

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

APPENDIX H

PROTECTIVE DEVICES

The Employer shall provide necessary rain gear and equipment, including gloves to properly protect the Employees from injury and inclement weather. Gloves shall be replaced when the employee turns in the used pair.

APPENDIX I

UNIFORM OR UNIFORM ALLOWANCE

Employees in the Sanitation Department, Garage (mechanics and greasemen), Sewer Division and Water Department "Tap Gang", shall be furnished laundered uniforms.

Street sweepers shall be furnished laundered uniforms during the period in which this work is required.

Employees in the Water Department and Department of Public Works (except as included above), the Sign Division of DPW, Parks Department, Building Maintenance Departments, Addressograph, and the outside Engineering crews, shall be furnished two (2) sets of uniforms twice a year. In addition, 1 set of white painter coveralls shall be furnished to the Sign Department of the DPW.

APPENDIX J

COST OF LIVING ALLOWANCE (1973-1976)

All Employees covered by this Agreement shall be subject to the following Cost of Living Allowance salary determined by the Cost of Living Allowance as set forth below:

- (a) The Cost of Living Allowance will be determined in accordance with changes in the Consumer Price Index for urban wage earners and clerical workers (including single workers) published by the Bureau of Labor Statistics, U. S. Department of Labor (1957-59 equal 100) and hereafter referred to as the B.L.S. Consumer Price Index.

- (b) Based on the index as of July 1, 1973, an adjustment in the Cost of Living Allowance will be made on July 1, 1974. Based on the index as of July 1, 1974, an adjustment in the Cost of Living Allowance will be made on July 1, 1975. Based on the index as of July 1, 1975, an adjustment in Cost of Living Allowance will be made on July 1, 1976.
- (c) The amount of Cost of Living Allowance that shall be effective for the annual period shall be determined in accordance with a two and one half (.02½¢) cents per hour for each one (1) point increase in the Index.
- (d) The amount of any Cost of Living Allowance in effect at any time shall be included in computing overtime premium and shift premium but not for any other purpose.
- (e) In the event that the B.L.S. does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph (b), any adjustment in the allowance required by the Index shall be effective on the first Monday after receipt of the Index.
- (f) No adjustments retroactive or otherwise shall be made due to any revisions which may later be made in the proposed schedule for the B.L.S. Consumer Price Index for any month on the basis of which the allowance has been determined.
- (g) If the price Index shall fall, payment shall be based on the highest point during the twelve month period.

APPENDIX K

SPECIAL PROJECTS – TEMPORARY EMPLOYEES

Parties agree that from time to time it may be necessary to hire temporary employees for a period longer than six months. In the event the employers feel that it shall be necessary they shall request a special conference with the union. In the event the parties cannot agree to the necessity for the project or to the extension of the six months period either party may submit the same to arbitration as outlined in the grievance procedure.

APPENDIX L

LETTER OF UNDERSTANDING

It is agreed that in the following current special projects:

- (1) Election Workers; and,

- (2) Downspout Inspectors for the Downspout Inspection Program the Employer shall be permitted to hire temporary employees for a period of six (6) months in a twelve (12) month period.

APPENDIX M

TRAINING PROGRAM

By mutual consent of the Employer and the Union, a six months training program may be instituted covering any of the positions covered by the Unit where a promotion is advertised and no qualified applicants apply.

A trainee shall receive a minimum trial period of ninety (90) days and shall be given monthly progress reports *in writing* during the six months training period. If

a trainee is removed from the program prior to the completion of the six months training period, it may be subject to the grievance procedure up to step 2.

The period spent during the training period shall qualify toward regular seniority. Trainees shall receive the wage range of Step A for that position. If the trainee passed the qualifying examination he shall advance to Step B. The first pay period after the results of the qualifying exam are in.

CONSTITUTION OF ST. CLAIR SHORES, MICHIGAN EMPLOYEES LOCAL 1015

ARTICLE I NAME

The name of this organization shall be St. Clair Shores, Michigan Employees Local Number 1015 of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE II AFFILIATIONS

This local union shall be affiliated with Detroit, Michigan, Metropolitan District Council Number 23 of the American Federation of State, County and Municipal Employees; the Michigan State AFL-CIO; and the Metropolitan Detroit AFL-CIO.

ARTICLE III OBJECTIVES

The objectives of this local union shall be to carry out on a local basis the objectives of the American Federation of State, County and Municipal Employees.

ARTICLE IV MEMBERSHIP AND DUES

Section 1. Employees of the City of St. Clair Shores, Michigan are eligible for membership in this local union, subject to the requirements of the Constitution of the International Union.

Section 2. Application for membership shall be made on a standard application form. Unless such form includes a valid authorization for payroll deduction of dues, the application shall be accompanied by the current month's dues. The initiation fee of the local shall be \$10.00. No initiation fee is required on re-instatement.

Section 3. The monthly membership dues of the local shall be \$6.00 per member. The monthly dues of retired members shall be one-half of that amount.

Section 4. Membership dues shall be payable monthly in advance to the local secretary-treasurer and in any event shall be paid not later than the 15th day of the month in which they become due. Any member who fails to pay dues by the 15th day of the month in which they become due shall be considered delinquent, and upon failure to pay dues for two successive months shall stand suspended. Provided, however, that any person who is paying his dues through a system of regular payroll deduction shall for so long as he continues to pay through such deduction method, be considered in good standing.

Section 5. A member suspended under the above section may be reinstated to membership in the local on payment of all arrearages or upon payment of a reinstatement fee of \$3.00 plus the current month's dues.

ARTICLE V MEETINGS

Section 1. Regular meetings of this local shall be held once each month, on the third Thursday of the month. Ten percent (10%) of the total membership, which will include two officers, shall constitute a quorum for the purpose of holding a regular or special meeting.

Section 2. Special meetings may be called by the local president, the local executive board, or by petition filed with the president and signed by 10% of the members of the local. Special meetings may also be called by the International President or his authorized representatives.

ARTICLE VI OFFICERS, NOMINATIONS, AND ELECTIONS

Section 1. The officers of this local shall be a president, a vice-president, a recording secretary, a secretary-treasurer, and three executive board members, and these seven shall constitute the local union executive board. In addition, there shall be elected three members who shall serve as trustees. The trustees shall be elected to three-year terms of office, except that in the initial election, one shall be elected for a one-year term, one for a two-year term, and one for a three-year term. All other officers and stewards shall be elected for a term of two years in the even-numbered years. Sergeants-at-Arms will be appointed as needed by the president or chairman.

Section 2. Nominations shall be made at a regular or special meeting of the local during the month of September. At least fifteen days' advance notice shall be given the membership prior to the nomination meeting. A nominating committee may be appointed or elected to make

nominations, but whether or not such nominating committee is used, nominations shall be permitted from the floor at the nomination meeting.

Section 3. To be eligible for office, a member must be in good standing for six (6) months immediately preceding the election, except in the initial election held in this local; provided, however, that no retired member shall be a candidate for office.

Section 4. Elections shall be held in the month of October. Officers shall be elected by secret ballot vote, and the balloting shall be so conducted as to afford to all members a reasonable opportunity to vote. At least fifteen days' advance notice shall be given the membership prior to the holding of the election.

Section 5. All matters concerning nominations and elections in this local union shall be subject to the provisions of Appendix D, entitled Elections Code, of the International Union Constitution.

Section 6. Vacancies in office shall be filled for the remainder of the unexpired term by vote of the executive board or by special election; under Special Election, nominations and election may be held at the same meeting, notices having been given in accordance with the regular election procedure. Absences of an officer unexcused by the president or executive board from three (3) consecutive local or executive board meetings, shall automatically constitute a vacancy of that office.

Section 7. Every officer shall, upon assuming office, subscribe to the Obligation of an Officer contained in Appendix B of the International Union Constitution.

ARTICLE VII

DUTIES OF OFFICERS AND EXECUTIVE BOARD

Section 1. The president shall preside at all meetings of the local union and of the executive board. He shall be a member of all committees. He shall countersign all checks drawn against the funds of the local. He shall appoint all standing committees and all special committees of the local, subject to the approval of the executive board. He shall report periodically to the membership regarding the progress and standing of the local and regarding his official acts.

Section 2. The vice-president shall assist the president in the work of his office. In the absence of the president or in his inability to serve, the vice-president shall preside at all meetings and perform all duties otherwise performed by the president. He may, with the approval of the executive board, be authorized to act as co-signer of checks drawn on the local funds in place of either the president or the secretary-treasurer.

Section 3. The recording secretary shall keep a record of the proceedings of all membership meetings and of all executive board meetings and shall send copies of all minutes to the president and vice-president within ten (10) working days following the meeting. He shall carry on the official correspondence of the local, except as the executive board may direct otherwise. He shall perform such other duties as the executive board may require.

Section 4. The secretary-treasurer shall receive and receipt for all monies of the local union. He shall deposit all money so received in the name of the local union in a bank or banks selected by the executive board, and money so deposited shall be withdrawn only by check signed by the president and the secretary-treasurer. He

shall prepare and sign checks for such purposes as are required by the constitution or are authorized by the membership or the executive board. He shall prepare and submit the monthly membership report to the International Union office and see that a check is drawn in payment of the local's per capita tax each month and sent to the International Secretary-Treasurer. He shall keep an accurate record of receipts and disbursements and shall, once each month, submit to the membership a monthly operating statement of the financial transactions of the local for the previous month. He shall act as custodian of all properties of the local union. He shall, at the expense of the local union and through the International Union, give a surety bond for an amount to be fixed by the executive board of the local union. He shall see that any financial reports required by the International Union Constitution to be submitted to the International Union are submitted in accordance with the International Union Constitution.

Section 5. The trustees shall make or cause to be made at least semi-annually an audit of the local's finances, and shall report to the membership on the results of such audit.

Section 6. The executive board shall be the governing body of the local union except when meetings of the local union are in session. All matters affecting the policies, aims and means of accomplishing the purposes of the local not specifically provided for in this constitution or by action of the membership at a regular or special meeting shall be decided by the executive board. The board shall meet at the call of the president or of a majority of the members of the board. A report on all actions taken by the executive board shall be made to the membership at the next following meeting. A majority of

the members of the executive board shall be required for a quorum.

Section 7. The stewards shall investigate and present grievances; they shall also have the responsibility of reporting to the officers violations of the existing Agreement. Stewards shall, in writing, keep a record of all discussions with Supervisory Employees and all grievances processed.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 1. This local union shall at all times be subject to the provisions of the constitution of the American Federation of State, County and Municipal Employees.

Section 2. Except to the extent specified in this constitution, no officer of the local union shall have the power to act as agent for or otherwise bind the local union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the local union except to the extent specifically authorized in writing by the president of the local union or by the executive board of the local union. The name of this local shall not be used in connection with any business transaction, or other organization without approval of the executive board and/or membership of this local.

Section 3. Robert's Rules of Order, Revised, shall be the guide in all cases to which they are applicable and in which they are not inconsistent with this constitution and special rules of this local union or of the American Federation of State, County and Municipal Employees.

Section 4. The president, vice president, treasurer, chief stewards and secretary shall constitute the Negotiating Committee for the purpose of collective bargaining with the City.

Section 5. The following listed officers shall receive a salary in the amount of \$15.00 per month: President, Vice President, Recording Secretary, Secretary-Treasurer and the two (2) Chief Stewards (one representing the salaried employees and one representing the hourly employees). Stewards appointed by the Chief Stewards as defined in the existing agreement with the local union and the City and the above listed officers will receive an amount equal to the monthly levied dues.

Section 6. Local officers or delegates who must leave the City on union business shall be paid for the use of his or her car for travel expense upon the approval of the executive board or local membership.

Section 7. Delegates to local sanctioned functions, conventions, conferences and International Conventions shall be paid expenses as authorized by the local membership.

Section 8. Standing committees shall be Organization, Education, Legislation, Constitution, Publicity, Good and Welfare and the Negotiating Committee. Standing and special committees shall perform such duties as are assigned to them by the local and the International Union. Committees will be appointed as designated in the appropriate sections of this Constitution.

Section 9. An amount of \$15.00 plus tax and telegraph expenses shall be sent to members and their immediate family in case of death only. Immediate family shall constitute husband, wife, children, mother, father, sister, brother, mother-in-law and father-in-law.

Section 10. Local 1015 shall elect two (2) delegates and two (2) alternates to Metropolitan Council 23.

Nominations, elections and term of office of delegates and alternates shall be at the same time as it is for the Executive Board. That is — nominations in September, elections in October, and for a two (2) year term. The president shall automatically serve as one of the regular delegates. The other regular delegate and two alternates shall be elected from those nominated as candidates for delegate.

The nominee receiving the most votes shall be the 2nd regular delegate, and the next two shall be the alternates.

ARTICLE IX AMENDMENTS

This Constitution may be amended, revised, or otherwise changed by a two-thirds vote of the members voting on such proposed change and such change shall take effect only upon written approval of the International President. Proposed amendments to this Constitution must be read at a regular or special meeting of the local union and read and voted on at a subsequent meeting of the local union, adequate and proper notice having been given to the membership prior to the date on which the vote is taken. A written copy of the proposed amendment shall be furnished to every eligible voter at the meeting at which the vote is taken.

Approved by
Jerry Wurf, International President
8/22/73

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