

6/30/74

*Sterling Heights*

BASE CONTRACT

THIS AGREEMENT, made and entered into this March 26, 1974 by and between the City of Sterling Heights (hereinafter referred to as the "Employer") and LOCAL UNION NO. 1917, affiliated with the International Union of the American Federation of State, County and Municipal Employees and Council #23 on behalf of all Supervisory Employees within the Department of Public Works, but excluding Department Heads, Deputy Department Heads, Professional Employees, Confidential Employees, Clerical Employees and all other employees (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION - UNIT - SECURITY

Section 1. The Employer recognized and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Article 20.

The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as listed in this Agreement for the terms of this Agreement of all employees of the Employer included in the bargaining unit described above.

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 3. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

LABOR AND INDUSTRIAL  
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Michigan State University

*City of Sterling Heights  
40555 Utica Road  
Sterling Heights, MI 48078*

Any employee in the bargaining unit who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement.

Section 4. Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

Section 5. If any provision of the Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 6. All new or newly promoted employees shall serve a sixty (60) day probationary period and at the end of such time shall be placed on the regular seniority list unless the Employer, in its discretion extends the period an additional thirty (30) days with notification to the employee, in sole discretion of the Employer.

## ARTICLE 2

Section 1. The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in temporary situations, training, or cases of emergencies. It is not the intent of the City to replace permanent employees with temporary employees. Successive temporary appointments of the same person to the same position shall not total more than six months.

Section 2. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the grievance panel, Step 3, of the Grievance Procedure.

### ARTICLE 3

#### DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees or service charges to Local 1917, acting as collector, and pay such amount deducted to said Local 1917, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Local Union. This may be done through the Steward of the Union.

Section 2. A new employee shall work under the provisions of this Agreement. During the probationary period he may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After 60-90 days, the employee shall be placed on the regular seniority list.

Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Initiation fees, dues or service charges deducted shall commence on the first pay period of the month after becoming a member of the bargaining unit and will be deducted monthly thereafter on the first pay period of the month.

Dues, initiation fees or service charges deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks.

Where any employee, who is on check-off, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

ARTICLE 4

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement. This is not to be construed to include the normal personnel actions as made by the Civil Service Board.

ARTICLE 5

SENIORITY

Section 1. Seniority, as promulgated in the City Charter and Civil Service rules shall prevail in the layoff and rehiring of employees, in reducing the work force because of lack of work or other legitimate cause. In the laying off and the rehiring of laid off personnel, the classification of said employee is considered as an important factor. Seniority in the department shall be exercised for bids selecting vacations.

Section 2. The Employer shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

Section 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for a period of more than two years, or if absent for three (3) consecutive working days without notifying the Employer. In case of emergency, exceptions may be made by the Employer.

Section 4. In the event of a layoff, an employee so laid off shall be given one week's notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said one week, he shall lose

all seniority rights under this Agreement. However, in proper cases the Employer will give consideration to the employee and grant exception in the sole discretion of the Employer.

Section 5. An employee in a classification subject to the jurisdiction of this contract, who has been in the past or will in the future be promoted to a classification not subject to the jurisdiction of the Union, shall not accumulate Union seniority while working in a position not subject to Union jurisdiction. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion.

## ARTICLE 6

### DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause. Discharge must be by written notice to the employee and the Union. Any employee aggrieved by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 7 of this contract going immediately to Step #3 or may seek relief with the Civil Service Commission in accordance with the requirements of the City Charter and Civil Service Rules. The Union will make its determination of choice at the conclusion of Step #3 of the Grievance Procedure.

It is understood and agreed to by the parties to this contract that the employee may elect to use the Grievance Procedure or Civil Service remedies but not use both; and upon seeking relief through either the Grievance Procedure or the Civil Service remedies, he waives all rights to use the other procedure.

In cases of discharge or suspension of five (5) working days or more, the employee may see the Union Steward before leaving City property.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this Agreement; and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided and that there shall at no times be any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance arise there shall be an earnest effort on the part of the parties to settle such grievances promptly through the following steps:

Step 1. By conference between the aggrieved employee, the steward, or both, and Employer's designee. If not then resolved it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within five (5) working days of the alleged grievance, or he may appeal to the Civil Service Commission, but not both.

Step 2. Upon receipt of the written grievance, a conference between Union representatives, and City representatives will be held within ten (10) working days.

Step 3. Grievance Panel: In the event of failure of the above steps in the Grievance Procedure to resolve a dispute, the matter shall be referred to the next meeting of a grievance panel consisting of not more than three (3) Union representatives, and not more than three (3) City representatives.

This grievance panel will meet monthly to settle unresolved grievances, if any, except for discharges or suspensions of five (5) days or more. The panel will convene in five (5) days and decisions rendered in 48 hours; and the Union will then determine whether to continue to Step 4 or appeal to the Civil Service Commission.

Step 4. In the event the last step fails to settle the complaint, grievances other than those involving discipline shall be referred to the American Arbitration Association upon the request of either party.

A. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within five (5) days, the moving party may request the American Arbitration Association to appoint an arbitrator who shall have authority to hear and decide the case.

B. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitrator shall be borne by both parties equally. The decision of the arbitrator shall be rendered without undue delay; and all subsequent settlements made in the Grievance Procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

C. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than five (5) days after knowledge of alleged grievance.

D. All claims for backwages shall be limited to the amount of wages that the employee otherwise would have earned, less whatever he may have earned.

E. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City; but the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

F. The arbitrator shall have no authority to require the City to purchase buildings, equipment, or material.

1. Powers of Arbitrator: It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

a. He shall have no power to add to, or subtract from, alter, or modify any part of the terms of this Agreement.

b. He shall have no power to establish wage scales.

c. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

1. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

2. The fees and expenses of an arbitrator shall be shared by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## 2. Claims for Back Pay:

a. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments shall be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within five (5) working days after the receipt of such pay.

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

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

3. Time Limit: Any grievance not advanced to the next step by the Union within the time limit in that step, or if no time limit is specified within five (5) working days, shall be deemed settled. Any grievance not answered by the City within the specified time limit shall be deemed denied. Time limits may be extended by the City and the Union in writing, then the new date shall prevail.

## ARTICLE 8

### STEWARDS

The Employer recognizes the right of the Union to designate a Job Steward and an Alternate for the unit. Employees shall be represented by a Steward who must be a regular employee. The authority of Job Steward and Alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement;

2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:

- (a) have been reduced to writing; or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the Employer's business.

The Steward, during working hours, without loss of time or pay, may, with the department head's permission be absent in accordance with the terms of this section to investigate and present grievances to the Employer and they are to advise their department head of time spent, on forms to be furnished. However, the department head will grant permission within reason and provide sufficient time to the Steward to leave his work for these purposes. The privilege of Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and Steward will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse will be a proper subject for disciplinary action by the Employer. The authority of the Union Steward shall be limited to acts or functions which said Steward is authorized to perform by this Agreement.

## ARTICLE 9

### UNION LEAVE OF ABSENCE

Section 1. The Employer shall give reasonable time off up to thirty (30) days without discrimination of loss of seniority rights or other benefits, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written

notice is given to the Employer by the Union, specifying length of time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## ARTICLE 10

### LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or interference of the operations and services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement.

Section 2. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement.

Section 3. The Steward and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

Section 4. The City, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of a strike.

ARTICLE 11

ADMINISTRATIVE OBLIGATION

This Agreement shall be binding upon the parties hereto their successors, administrators, executors, and assigns.

ARTICLE 12

EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents.

Section 2. It is the duty of the employee and he shall immediately or before the end of his shift report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

ARTICLE 13

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service

with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

1. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of City service.

2. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

3. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

#### ARTICLE 14

##### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the 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 foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and types 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; (g) to permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification subject to Civil Service jurisdiction; (j) to determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work. Nothing in this Article is intended to limit any other rights of Management not expressly included in this Article where the exercise of such right is not in conflict with any other provisions of this Agreement.

## ARTICLE 15

### SEPARABILITY AND SAVINGS CLAUSE

1. In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

## ARTICLE 16

### SAFETY COMMITTEE

1. The Employer shall consider the personal safety of the employees in establishing operational procedures.
2. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.
3. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the supervisor.

ARTICLE 17

GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Union, and/or representative of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The Employer shall provide pay periods every two weeks. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. The Employer shall provide a bulletin board in the City Hall where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Official Union notices are to be posted and must have the signatures of the Union Business Representative or the Steward.

Section 6. When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance of twelve (12¢) cents per mile. The Employer will provide transportation wherever possible.

Section 7. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

ARTICLE 18

PROMOTIONS

Promotions shall be filled in accordance with the following procedure:

Section 1.

A. Vacancies will be filled whenever possible by promotional examination based on ability and giving weight to seniority (at the rate of one point per year of seniority added to the passing grade) with employees being first certified from within the department in which the vacancy exists.

The employee's present supervisor cannot stop the employee from promotional moves.

B. The successful employee shall be given a probationary period up to ninety (90) days to qualify on the job.

The employee shall receive that regular rate that provides an increase called for in the new classification. In the event the employee cannot qualify, he shall be returned back to the former position.

C. The Employer shall post the position City-wide. Lateral transfers in class will be given first consideration.

D. Employees shall have the right to request demotion based on seniority. Vacancies caused by requested demotion shall be filled in accordance with above A, B, C.

ARTICLE 19

WAIVER CLAUSE

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 20

WAGES, BENEFITS AND OTHER ECONOMIC ALLOWANCES

Section 1. Classes of Positions Covered

This Agreement covers all present and future permanent employees on positions included within the bargaining unit as determined by Certification of the State of Michigan, Department of Labor, Employment Relations Commission, Labor Relations Division.

Section 2. Normal Working Hours

1. (General Foreman, Division Foreman and Forester): Under normal conditions, the work week will be forty (40) hours consisting of eight (8) hours per day, five (5) days per week, Monday to Friday, inclusive, with a one-half (1/2) hour lunch break each day. Normal hours of work are 8:00 AM to 4:30 PM daily.

Management reserves the right to change for any purpose, but not to avoid overtime, the normal work week hours. The City will give prior notice to the Union of any change of normal work week hours and, if requested, will meet with the Union to discuss the changes. Employees shall report to work prior to the start of his shift in sufficient time to prepare for the work day.

2. (Administrative Aide): Under normal conditions, the work week will be 37 1/2 hours consisting of seven and one-half (7 1/2) hours per day, five (5) days per week, Monday through Friday, inclusive, with a one (1) hour lunch break each day. Normal hours of work are 8:30 AM to 5:00 PM daily.

Management reserves the right to change for cause, but not to avoid overtime, the normal work week hours. The City will give prior written notice to the Union of any change of normal work week hours and, if requested, will meet with the Union to discuss the changes.

### Section 3: Overtime

Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours paid in excess of forty (40) hours in one week, and/or eight (8) hours any one day.

(a) Casual -- is the continuation of the present work shift.

(b) Scheduled -- that overtime that is scheduled by the City on holidays and premium days.

(c) Call-in Overtime -- where an employee is called back after his regular shift during the regular work week.

Overtime work on Sundays or on days celebrated as a holiday by the bargaining unit shall be paid at two (2) times the hourly rate for all hours worked.

However, overtime pay shall not be paid to employees working within the classification of Administrative Aide. Employees working in that classification shall receive compensatory time off from work for all overtime hours worked. Computation of the compensatory time shall be made in the following manner: One (1) hour compensatory time for each hour of overtime. An employee within this classification shall be guaranteed three (3) hours compensatory time for all call-in assignments after the regular work shift and shall be guaranteed four (4) hours compensatory time for all scheduled overtime.

Section 4.

Any employee reporting for call-in assignments after the regular work shift shall be guaranteed three (3) hours pay at the appropriate premium rate for that day. Scheduled overtime shall provide no less than four (4) hours guaranteed work at the appropriate premium rate.

Section 5.

Overtime work shall be permitted only when authorized by the Employer. Distribution of overtime work shall be determined by the Employer.

Section 6.

An employee required to work more than two (2) hours overtime shall be granted a 15-minute coffee break. In the event that such overtime is extended into the 12th hour, the employee will be granted a paid meal period of 30 minutes before the end of the 12th hour.

Section 7.

An employee shall be granted only a fifteen (15) minute coffee break each morning and afternoon (as scheduled by the department head).

Section 8. Leaves and Holidays

A. Vacation Leave: All regular full-time employees on paid status shall be entitled to vacation time with pay under the following schedules:

- (1) Employees who have completed six (6) months of service shall be granted five (5) work days vacation without loss of pay.
- (2) Employees who have completed one (1) year of service shall be granted five (5) additional work days vacation without loss of pay.  
Employees who have completed two (2) to four (4) years of service shall be granted ten (10) work days vacation upon completion of each year without loss of pay.
- (3) Employees who have completed five (5) years of service through fourteen (14) years of service shall be granted fifteen (15) work days vacation each year without loss of pay.
- (4) Employees who have completed fifteen (15) years of service shall be granted twenty (20) work days vacation each year without loss of pay.
- (5) Employees who lose time due to on-the-job disability under workmen's compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- (6) Vacation days can only be accumulated in the amount not to exceed thirty (30) days at the end of each calendar year.
- (7) In case of retirement, resignation in good standing, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

(8) Vacation selection shall be year around and can be taken on a 1/2 day basis if approved by department head. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

(9) Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1st each employee shall indicate on a yearly calendar his vacation request no later than March 1st. Employees have the right, however, to revise their preference as late as April 15th of each vacation year. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

**B: Sick Leave:**

(1) All employees, probationary, provisional or permanent will be eligible to receive sick leave. Sick leave days will be earned at the rate of one (1) day\* for each full month paid status of employment.

(2) Sick leave days may be accumulated to 120 days only.

\* Actual credit to be eight (8) hours for all classifications except Administrative Aide which shall be seven and one-half (7 1/2) hours.

(3) Sick leave shall be available for use by employees in units of four (4) hours or more in the bargaining unit for the following purposes:

a. Acute personal illness or incapacity over which the employee has no reasonable control.

b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

(4) Sick leave will be authorized when an employee is taken ill or injured on the job:

a. For the loss of time on account of injury incurred out of and in the course of employment with the City, employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one injury, but shall not be allowed on recurrence of previous injury.

b. An employee who suffers injury, after the first week compensable under the Workmen's Compensation Act, shall be paid the difference between his regular wage and payment received under the provisions of the Act, to be deducted from accumulated sick leave credits.

c. When sick leave credits are exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.

(5) An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

(6) An employee, absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month only.

(7) Employees in the following classifications, General Foreman, Division Foreman and Forester, cannot draw more than forty (40) hours of sick leave during a weekly pay period. Employees in the classification of Administrative Aide cannot draw more than thirty-seven and one-half (37 1/2) hours of sick leave during a weekly pay period.

(8) The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the applicant for absence of any cause.

(9) Upon the employee's death or retirement, the City will pay 50% of his accumulated unused sick leave.

C. Other Leave:

(1) Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay.

(2) Employees will be paid for up to three (3) days absence in the case of a death in his immediate family. Immediate family means father, mother, step-father, step-mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, grandparents, and grandchildren.

Employee to be paid must attend the services.

D. Holidays:

(1) All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based upon a normal eight (8) hour day for the classification of General Foreman, Division Foreman and Forester and any normal seven and one-half (7-1/2) hour day for the classification of Administrative Aide for said holidays.

Paid holidays are designated as:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- December 24th
- Christmas Day
- Good Friday
- December 31st
- Veteran's Day

- (2) The employee must work or be on paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.
- (3) Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.
- (4) Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the full holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- (5) No Union employee shall be required to work on Labor Day, except in case of emergency.
- (6) Holidays recognized by Item 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of his supervisor.

Section 9 Salary and Wages:

- The following pay steps will apply to classifications as indicated.
- New employees or new promoted employees will normally start at the first step assigned for the class or at the first step that provides an increase and progress as indicated.
- New employees' advancement to the next step assigned to the class will be at increments of six (6) months from effective dates.

The following allocation listing in no way diminishes Management's rights to change duties and responsibilities assigned to positions and therefore cause possible changes in class assignments to positions.

EFFECTIVE JULY 1, 1973

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Administrative Aide (DPW)	13160	13488	13825	14171	14525	
General Foreman	12136	12439	12750	13069	13396	13731
Division Foreman	11550	11840	12136	12439	12750	13069
Forester	12136	12439	12750	13069		

EFFECTIVE JAN. 1, 1974

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Administrative Aide (DPW)	13666	14007	14357	14716	15084	
General Foreman	12602	12917	13240	13572	13911	14259
Division Foreman	11994	12294	12602	12917	13240	13572
Forester	12602	12917	13240	13572		

Section 10. Insurance, Pension

A. The City shall provide each employee medical and hospitalization insurance comparable to the plans offered by the Michigan Hospital Service.

MVF-1, prescription drug rider (\$2.00 deductible).  
 The present Eye & Dental plan will be converted to the Delta 60/40 Co-pay dental plan or as nearly equivalent dental plan as possible with a dollar cap maximum paid by the Employer equal to the initial (1973) annual premium rate per individual, two person family or full family coverage.

B. Life insurance will be carried for each provisional or regular full-time employee on paid status by the Employer at no cost to the employee.

Coverage will be as follows:

General Foreman, Division Foreman & Forester:

\$15,000 Face Value Policy

Administrative Aide:

1 1/2 Times Annual Salary

C. A Pension Plan will be provided under terms of the City Charter.

Coverage for the prescription drug rider, the dental plan, and the life insurance will become effective upon receipt of confirmation notice of said coverage from the appropriate carrier(s).

ARTICLE 22

TERMINATION OF AGREEMENT

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 1973, to and including June 30, 1974, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel, terminate, amend or revise the Agreement is served by either party upon the other, at least ninety (90) days prior to the date of expiration.

Section 2. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

"EMPLOYER"

"UNION"

*Anthony Dobry*  
\_\_\_\_\_  
ANTHONY DOBRY  
Mayor

*William James Long*  
\_\_\_\_\_  
*William P. Cornelissen*  
\_\_\_\_\_

*George F. Bunker*  
\_\_\_\_\_  
GEORGE F. BUNKER  
City Clerk

*Velma C. Vannoy*  
\_\_\_\_\_  
Council # 23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the City of Sterling Heights (hereinafter referred to as the "Employer") and LOCAL UNION NO. 1917, affiliated with the International Union of the American Federation of State, County and Municipal Employees and Council #23 (hereinafter referred to as the "Union") for the purpose of an addendum to the Collective Bargaining Agreement dated July 1, 1973 - June 30, 1974, existing between the "Employer" and the "Union."

WHEREAS, the Union has been certified as the collective bargaining agent for certain supervisors for the Department of Public Works of the City and,

WHEREAS, negotiations to reach a collective bargaining agreement have been underway since March of 1973 and,

WHEREAS, during the course of these negotiations certain members of this bargaining unit have presented claims to the City for payment allegedly due these members under the City Charter, Ordinances, Resolutions or Civil Service Rules & Regulations for periods of time prior to the date of this Agreement and,

WHEREAS, the City and the Union have entered into the first collective bargaining agreement between the Union and the City effective July 1, 1973 - June 30, 1974, said Agreement not providing for any relief under these claims.

NOW, THEREFORE, IT IS AGREED between the parties that if any member of the collective bargaining unit brings any action against the City in a court of law or through any administrative agency, including the Sterling Heights Civil Service Commission, for any claims of any kind, whether known or unknown, for acts of commission or acts of omission by the City prior to the date of this Agreement, the City will assert and plead all defenses available to it, including but not limited to all defenses allowed under this Agreement, specifically the waiver clause.

IT IS FURTHER AGREED that all members of the bargaining unit have authorized the signatories to this Agreement of the Union.

"EMPLOYER"

"UNION"

Anthony Dobry

William James Lang Sr.

George J. Funke

William P. Cornelissen

Thomas C. Vannoy  
COUNCIL #23