

AGREEMENT

CITY OF ST. CLAIR SHORES

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL UNION #1015 AND COUNCIL #25**

JULY 1, 2007 – JUNE 30, 2010

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ARTICLE 1 AGREEMENT

- 1.1 THIS AGREEMENT entered into this _____ day of February____, 2008, by and between the CITY OF ST. CLAIR SHORES, hereinafter referred to as the Employer, and the LOCAL UNION NO. 1015 and COUNCIL NO. 25, 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.)
- 1.2 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, the Union and the People of the City of St. Clair Shores.
- 1.3 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.
- 1.4 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. The Employer will comply with all applicable State and Federal statutes regarding: Equal opportunity in Employment.

ARTICLE 2 RECOGNITION

- 2.1 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 classifications listed in Appendix C of this agreement
- 2.2 The City shall provide the Union with a copy of an organizational chart by department listing the chain of command within each department as related to Union employees within sixty (60) days after the ratification of the contract. The City will provide the president a copy of the organizational chart on an annual basis and/or within sixty (60) days of any change in the chain of command within a department. It is recognized that the City has the right to reorganize its departments and divisions. The City recognizes its legal obligation to bargain over the effects of such a decision upon request. The City shall provide the Union notice of a change seven (7) days prior to that change.

ARTICLE 3 AID TO OTHER UNIONS

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

ARTICLE 4 UNION SECURITY-REQUIREMENTS OF UNION MEMBERSHIP

- 4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.

ARTICLE 5 PLEDGE AGAINST DISCRIMINATION AND/OR COERCION

- 5.1 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.
- 5.2 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.

ARTICLE 6 MANAGEMENT RIGHTS

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

ARTICLE 7 UNION DUES AND INITIATION FEES

- 7.1 PAYMENT OF CHECK-OFF: Employees shall tender the initiation fee and monthly membership dues by signing the "Authorization for Check-Off of Dues" form. The Employer agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution. Authorizations may be discontinued annually in conjunction with the health care open enrollment period.
- 7.2 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 Dues Check-Off form.
- 7.3 Check-off deductions under all properly executed Authorization for Check-off dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first (1st) pay of the month and each month thereafter.
- 7.4 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.
- 7.5 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/she 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.

- 7.6 DISPUTES CONCERNING MEMBERSHIP: Any dispute concerning employee's membership in the Union shall be subject to the grievance procedure if not resolved.
- 7.7 REPORTS: All of this information will also be supplied for the Chapters of the Local.

ARTICLE 8 UNION BULLETIN BOARDS

- 8.1 The Employer will provide bulletin boards in each building which may be used by the Union for posting notices. Seasonal locations will be provided. Furthermore, there will be a locked board at the storage garage.
- 8.2 A copy of all notices will be provided to the City Manager at the time of posting.

ARTICLE 9 SPECIAL CONFERENCES

- 9.1 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 not more than two (2) representatives of the Union Executive Board and not more than two (2) representatives of the Employer. Either party may bring additional personnel with the consent of the other party, such consent shall not be unreasonably withheld. 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. Conferences shall be held within fifteen (15) working days of the date of written request.
- 9.2 The Union representatives will be permitted to meet at a place on City property immediately preceding a conference to confer with Union Council or International representatives.

ARTICLE 10 STEWARDS AND ALTERNATE STEWARDS

- 10.1 In each department employees in that department shall be represented by one (1) Steward who shall be a regular employee. Chief Stewards shall be considered stewards for their respective departments. 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/she shall act as the steward until one becomes available.
- 10.2 Departments entitled to stewards shall be:
1. City Hall, Police, Fire, Data Processing departments
 2. Library
 3. Parks, Recreation Center, Golf Course, Arena, Sewer, Streets, Garage, Forestry departments
 4. Water Department
- 10.3 Stewards may be allowed to investigate and present grievances to the Employer during working hours and without loss of time or pay provided they notify their supervisor and their absence from work does not unreasonably interfere with the efficient operation of the Employer.

ARTICLE 11 RATES FOR NEW JOBS

- 11.1 When a new job is placed in the unit and cannot properly be placed in an existing classification, the Employer or his/her 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, and/or the grievance procedure.

ARTICLE 12 GRIEVANCE PROCEDURE

- 12.1 DEFINITION: A grievance shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this agreement.
- 12.2 PROCEDURE: Grievances shall be presented and adjusted according to the following procedure:
- 12.3 STEP ONE – VERBAL
An employee and/or his/her steward shall discuss the grievance with the employee's immediate supervisor in an effort to resolve the problem.
- 12.4 STEP TWO – WRITTEN
- 12.4.1 In the event Step One (1) does not resolve the grievance, a written grievance may be filed by the steward and/or president with the employee's department head, within fifteen (15) calendar days after knowledge of the event giving rise to the grievance in order to be a proper matter of the grievance procedure.
- 12.4.2 Within seven (7) calendar days after receipt of the written grievance, the employee's department head shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party and to the Union President or designated representative. If the grievance is not answered by the department head within seven (7) calendar days, the Union may immediately proceed to the next step of the grievance procedure.
- 12.5 STEP THREE – AGENDA
- 12.5.1 Within fifteen (15) calendar days after receiving a reply, if the employee or the Union still feels aggrieved, an appeal by the employee or the Union may be taken to the City Manager or designated representative. The appeal must be in writing. A meeting between not more than two (2) members of the executive board of the Union and not more than two (2) representatives of the City, to include the Human Resource Director or designated representative will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Human Resource Director or designated representative. Either party may bring additional personnel with the consent of the other party, such consent shall not be unreasonably withheld. Within seven (7) calendar days after the date of the said meeting, the Human Resource Director or designated representative shall communicate the decision of the Human Resource Director, or designated representative in writing, and signed by him/her, together with the supporting reasons, to the aggrieved party and to the Union. If the grievance is not answered by the Human Resource Director or designated representative within seven (7) calendar days, the Union may immediately proceed to the next step of the grievance procedure.
- 12.5.2 The Union representatives will be permitted to meet at a place on City property immediately preceding the meeting with the representatives of the Employer.

12.6 STEP FOUR – ARBITRATION

12.6.1 If the City and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) calendar days after the decision of the City Manager or designated representative. The grievance shall be considered submitted to arbitration when written notice is submitted to the City by the Union informing the City of the Union's intent to arbitrate the grievance.

AFSCME Council 25 Arbitration Department shall send a list of Ad-Hoc arbitrators to the City, within sixty (60) days of the filing of the letter of intent being served on the City, to see if the parties can mutually accept an Arbitrator.

If the parties are unable to agree, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

If not submitted, the grievance shall be abandoned, except in an emergency which is beyond the control of the Union.

12.6.2 The fees and expenses of said Arbitrator shall be paid by the party against whom the decision is rendered.

12.6.3 The Arbitrator shall limit his decisions strictly to the interpretation, application and enforcement of this Agreement and he shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement. He shall be without authority whatsoever to grant any wage increase or decreases or to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.

12.6.4 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.

12.6.5 The decision of the Arbitrator, if within the scope of his authority, as set forth above, shall be final and binding.

12.6.6 No settlement in any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible as evidence in any future arbitration proceeding.

12.6.7 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received from temporary employment obtained subsequent to his/her removal from the City payroll.

12.6.8 The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

12.6.9 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.

12.6.10 Arbitration whenever possible shall be conducted on the location where the grievance originated.

- 12.6.11 All arbitration hearings shall be governed by the rules of the American Arbitration Association.
- 12.6.12 Employees needed by the Union to participate in the arbitration process shall be released with pay from their normal job assignments. Advance (24 hours) written notice shall be given to supervisory personnel of all employees who need to participate.
- 12.7 GENERAL PRINCIPALS: The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept informal and not open to the general public.
- 12.7.1 The number of days indicated at each level of the grievance procedure shall be considered as maximum. Time limits at any step of the grievance procedure may be extended by mutual agreement in writing. In the event that the Union fails to appeal within the limits prescribed, the grievance shall be considered withdrawn.
- 12.7.2 A grievance may be withdrawn at any level of the grievance procedure without prejudice.
- 12.7.3 All grievances involving either economic issues or discharge shall be initiated at Step One (1) of the grievance procedure and then processed to Step Three (3).
- 12.7.4 The Local President, or his/her designee shall be allowed time off from his/her job, without loss of time or pay, to investigate grievances which he/she is to discuss with the Employer. The department supervisor or superintendent will grant him/her permission to leave work for this purpose.

ARTICLE 13 DISCIPLINE AND DISCHARGE

- 13.1 Any disciplinary action or measure imposed upon an Employee shall be for just cause and may be processed as a grievance through the disciplinary grievance procedure.
- 13.2 The Employer agrees that upon the discipline of an employee or discharge, the Employer will promptly notify in writing the employee's Local Union President or designee. The employee will be allowed to discuss the discipline with the Local President or designee before the employee is required to leave the employer's property. The Employer will make available an area where he/she may do so before the employee is required to leave the property of the Employer. The Employer will discuss the discipline with the employee's Union President or designee.
- 13.3 The Employer may remove an employee from the work place prior to the imposition of discipline for reasons of conducting an investigation into alleged misconduct where the employee's presence at the work place after engaging in alleged misconduct has an adverse effect upon the work place. If an employee is removed from the work place under this provision and no suspension or discharge is subsequently imposed upon the employee, he/she shall be compensated for all hours of work lost under the terms of this provision. If the employee is subsequently suspended or discharged after following the procedure set forth in Article 13.2, the suspension or discharge may relate back to the time of the initial removal from the work place under this provision.
- 13.4 APPEAL OF DISCIPLINE OR DISCHARGE: Should the disciplined or discharged employee or the steward consider the discipline or discharge to be improper, a grievance shall be presented in writing through the steward or designated representatives to the immediate supervisor within two (2) regularly scheduled working days of the discipline or discharge. The immediate supervisor will review the discipline or discharge and give an answer within two (2) regularly scheduled working days after

receiving the grievance. If the decision is not satisfactory to the Union, the matter shall be referred to Step Three (3) (Agenda) of the grievance procedure.

- 13.5 USE OF PAST RECORD: Where disciplinary action which results in discipline less than suspension has been taken and not reversed through the grievance procedure, all records relative to such discipline shall become part of the employee's personnel (work) file for a period of two (2) years, unless prior to the end of said period the employee is disciplined for a similar offense in which case the record of the first offense shall remain in the personnel file until the passage of an additional year from the date of the second offense, after which, provided no further discipline has again been meted out for a similar offense, it shall be removed at the request of the employee.
- 13.6 Where serious disciplinary action results in discipline of suspension or greater and is not reversed through the grievance procedure, all records relative to such action shall remain in the personnel file for a period of three (3) years, unless there is a second serious offense for any reason within the subsequent three (3) year period.
- 13.7 If a second serious disciplinary action does occur within the three (3) year period, the first serious offense shall remain in said file for two (2) additional years from the date of the second serious offense and shall then be removed at the employee's request provided no further serious offense has occurred. Said request will be made to the City Manager.

ARTICLE 14 SUB-CONTRACTING

- 14.1 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 employees or loss of any regular working hours for any permanent employees.

ARTICLE 15 PAYMENT OF BACK CLAIMS

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

ARTICLE 16 SENIORITY-PROBATIONARY EMPLOYEES

- 16.1 Persons hired into the unit shall be considered as probationary employees for the first six (6) months of their employment. The probationary period for any new hire may be extended provided both the Union and the City agree to do so. There shall be no seniority among probationary employees. Upon successful completion of probation, seniority shall date back to the date of hire.
- 16.2 The Union shall represent new hire 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 Article 2 of the Agreement, except that new hire probationary employees are not subject to the provision of Article 14 of the collective bargaining agreement provided the termination is for other than Union activity.
- 16.3 SENIORITY: There shall be the following types of seniority:
- 16.3.1 JOB BID – Seniority will refer to the employee's last date of hire to a permanent position within the bargaining unit, and shall be a City-wide basis. Time will be deducted for time

spent out of the Unit in a non-union position. For persons whose last date of hire was under a Federal, State or County funded program their job bid seniority will refer to the date they became permanent employees.

- 16.3.2 RETIREMENT – All accumulated time worked for the City in which the employee had the equivalent of ten (10) paid days for the month. There will be a five (5) year cut-off after a quit, except for employees with vested interests who leave their money in the pension system.
 - 16.3.3 VACATION – Same as Job Bid, except that time spent out of Unit in a non-union position shall count.
 - 16.3.4 LAY-OFF – Same as Job Bid.
- 16.4 Seniority obtained working in other divisions of the City, represented by other Unions, (i.e. Police Department, Fire Department) shall be carried over for Longevity and Vacation only.

ARTICLE 17 SENIORITY LISTS

- 17.1 The Employer will provide an updated Seniority List to the Local Union Secretary in the last week of July each year. The Seniority List provided to the Union shall show the name, job title, date of hire and job bid seniority date of all employees in the union entitled to seniority.

ARTICLE 18 LOSS OF SENIORITY

- 18.1 An employee shall lose all seniority for the following reasons:
 - 18.1.1 He/she resigns
 - 18.1.2 He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement. If the discharge is reversed the employee shall not suffer a loss of any seniority of any kind. This will also apply to suspensions that are reversed.
 - 18.1.3 He/she is absent for three (3) consecutive working days without notifying the Employer and without having good cause for not calling in. The employee must notify the Employer before the end of his/her regular shift of the third (3rd) day. If proper notification is not received, the Employer will send written notification to the employee at his/her last known address that he/she has lost seniority and his/her employment has been terminated.
 - 18.1.4 If he/she does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exception shall be made.
 - 18.1.5 Failure to return from sick leave and leaves of absence will be treated the same as Article 18.1.3.
 - 18.1.6 He/she retires.

ARTICLE 19 SENIORITY OF STEWARDS

- 19.1 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.

ARTICLE 20 SENIORITY OF OFFICERS

- 20.1 The President, and two (2) Chief Stewards 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.
- 20.2 Adjustments in working hours will be made for officers and trustees and stewards to attend regular scheduled general membership Union meetings.

ARTICLE 21 SHIFT PREFERENCE

- 21.1 Shift preference will be granted on the basis of seniority within the classification. The transfer to the desired shift will be affected 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.

ARTICLE 22 LAYOFF

- 22.1 The word "layoff" means a reduction in the working force other than by attrition.
- 22.2 Employees to be laid off for any period of time will have at least fourteen (14) calendar days' notice of layoff. The Local Union President 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.
- 22.3 If it becomes necessary for the layoff of any seniority employee, temporary employees shall be laid off first consistent with other sections of this article followed by probationary employees and then seniority employees. Temporary employees shall include persons in Federal, State and County funded positions performing public service work within the City.
- 22.4 Except as provided in other sections of this article, any layoff of seniority employees working in salaried positions shall first be preceded by the layoff of all temporary employees working in salaried positions throughout the City.
- 22.5 Except as provided in other sections of this article, any layoff of seniority employees working in hourly positions shall first be preceded by the layoff of all temporary employees working in hourly positions throughout the City.
- 22.6 The provisions of this article shall be inapplicable to the St. Clair Shores Golf Club and Civic Arena unless a position selected for layoff by the City is located at the facility in which case temporary employees shall first be laid off at the applicable facility.
- 22.7 The provisions of this Article shall also be inapplicable to employees working in non-bargaining unit positions.

- 22.8 Layoffs within a classification shall be determined by Job Bid Seniority. An employee may bump an employee in the same classification, or to a previously held classification or to lesser classifications for which the employee is qualified with no unreasonable loss of efficiency providing the bumping employee has more Job Bid Seniority.

ARTICLE 23 RECALL PROCEDURE

- 23.1 When the working force is increased after lay-off, employees will be recalled according to seniority, as defined in Article 16.3.1. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee is notified to report to work immediately and fails to report for work within fifteen (15) calendar days from date of mailing of notice of recall he/she shall be considered a quit. If an employee is notified to report to work more than fifteen (15) calendar days from the date of mailing, he/she must report to work on the date specified or be considered a quit, subject to Article 18.1.4. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his/her seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at the last known address by registered or certified mail. Employees on layoff must report immediately any changes in their residential address or phone number by written notice to the City Manager.

ARTICLE 24 TEMPORARY TRANSFERS

- 24.1 Where the City determines to temporarily fill a vacancy in a department created by the vacation, illness, or leave of any employee, the City must first offer the temporary promotion to the most senior employee in the department who meets the requirements for such job. The department head shall verbally ask the senior employee in the department if he/she wishes to take a temporary promotion to the higher classification. If the senior employee declines the position, the vacant position shall be offered to the next senior employee in the department who meets the requirements for such job and so on. Resulting temporary vacancies caused by temporary promotion within the department shall likewise be offered to employees in the department who meet job requirements.
- 24.2 Any temporary vacancy remaining after compliance with Article 24.1 may be filled of up to thirty (30) calendar days by transfer of a person in the same classification from another City department. After thirty (30) calendar days, the temporary vacancy shall be posted citywide.
- 24.2.1 In the case of leaves of absence for salaried positions only, the City may fill the temporary vacancy caused by the leave by means of a temporary employee, after compliance with Article 24.1.
- 24.2.2 In the case of absences due to illness in the Finance Department, the City may fill the temporary vacancy by means of a temporary employee, after compliance with Article 24.1
- 24.3 All time worked in a temporary transfer will accumulate towards pay steps in the event said employee should take the position permanently. All time worked in a temporary transfer will accumulate to a maximum of three (3) months towards filling the probationary period in the event said employee should take the position permanently.
- 24.4 If the employee who is granted a temporary transfer uses sick time, S&A or workers compensation they will receive the pay step of the position they are temporarily transferred to. This provision shall also apply to vacations if the employee filling the temporary position has done so for twenty (20) consecutive work days or more.

- 24.5 Employees who are temporarily assigned to higher classifications for the purpose of filling vacancies will receive the rate of pay of the higher classification for all hours worked while filling such vacancy if they fill such vacancy for one day or more.
- 24.6 Location Transfers. 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, qualifications, and classification. Location exchange will be considered in such cases.

ARTICLE 25 TRANSFERS IN AND OUT OF UNIT

- 25.1 If an employee transfers temporarily or permanently to a position not included in the bargaining unit and, thereafter, transfers again to a position within the bargaining unit, he/she shall not have accumulated job bid seniority while working in the position not included in the bargaining unit. The above provision shall not apply to transfers of less than forty-five (45) cumulative working days per fiscal year provided he/she continues to pay Union dues.
- 25.2 Employees temporarily transferred under the above circumstances shall retain all rights accrued for the purpose of all/any other benefits provided for in this Agreement, except those benefits specifically deleted.
- 25.3 Employees who permanently transfer out of the bargaining unit and pass the necessary probationary period of the position may not bump back into the unit. The employee shall be allowed to return to a vacancy in the unit only if no bargaining unit members working or on layoff apply. Any employee who returns to the bargaining unit, under these conditions, will retain all seniority rights for benefits. Once the employee returns to the unit he/she shall be credited for all job bid seniority previously accrued within the unit and will start to re-accrue job bid seniority from the first day back.

ARTICLE 26 TRANSFERS

- 26.1 Upon determining to fill a vacancy there will be a seven (7) calendar day posting. The posting will be placed on the bulletin boards by the time clocks in each department/building by the department head.
- The request by management shall be in written form indicating the classification, and the department in which the vacancy exists and have a place on the form for the employee to indicate acceptance or rejection. A copy of the posting will be given to the union.
- If a test is required it shall be conducted within 30 calendar days unless a problem develops and the Union shall be notified.
- In the case of a job transfer and the senior employee is on vacation, the job may be filled temporarily until the senior person returns to work and has a chance to respond.
- The accepting employee shall be placed in the vacated position within 14 calendar days, employees declining the transfer shall be removed from the eligibility list until the next posting. If all employees decline the position, the City may repost or hire from the outside.
- 26.2 Testing for classifications requiring written examinations shall be open to all employees who sign the posting. An employee who passes a written examination for transfer or promotion to an open position in a certain classification must also meet all other requirements as set forth in Article 29 before being considered qualified for the vacant position.

- 26.3 The employee assuming the vacated position shall be given a sixty (60) calendar day trial period unless the employee was previously assigned the position for at least six (6) months in the past, in which case the employee will be given a two-pay period trial period. Within the trial period, the employee may return to his/her former position, pay grade and step. The trial period shall be extended one (1) work day for each day of benefit time utilized by the employee during the trial period.
- 26.4
- 26.4.1 By mutual consent of the Employer and the Union a six (6) month training program may be instituted covering any of the positions covered by the unit where a promotion is posted or advertised and no qualified applicants apply.
- 26.4.2 When a position for Skilled Trades Person or Sign Technician is posted and no qualified person from within the Unit applies, the City shall then post for a trainee. Not more than one (1) trainee shall be in either department at any one time. Employees provided training under this program shall be required to stay within the position for one (1) year after completion of the training program.
- 26.4.3 A trainee shall receive a minimal trial period of ninety (90) days and shall be given monthly progress reports in writing during the six (6) month training period. If a trainee is removed from the program prior to the completion of the six (6) months training period because he/she cannot satisfactorily perform the job, it may be subject to the grievance procedure.
- 26.4.4 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 passes the qualifying examination, he/she shall advance to the highest step the first pay period after the results of the qualifying exams are in.
- 26.5 Employees who transfer to a temporary vacancy lasting ninety (90) days or less must remain in said position for the duration. Where temporary vacancies extend beyond ninety (90) calendar days the employee in said position will have seven (7) calendar days window period every ninety (90) days to return to his/her previous position. Said window period (7 calendar days) shall be included in the ninety (90) day period. Employees who request to return must do so in writing and shall be returned to their previous position within three (3) working days. The above shall not restrict an employee from transferring to a permanent opening through Article 26.1 above.

ARTICLE 27 PAY RATE FOR PROMOTIONS AND TRANSFERS

- 27.1 An employee promoted or transferred to another position shall continue at their current salary rate until successful completion of their trial period after which the pay rate of the new position (top step) shall be applied retroactively to the date of transfer or promotion. If the City determines to send the employee back to his/her former position during the trial period, the employee shall receive the retro pay from the date of initial transfer or promotion to the date of return. (New hire pay step progression shall still apply, however, to employees with less than one (1) year seniority who take a promotion or transfer).

ARTICLE 28 VOLUNTARY DEMOTIONS

- 28.1 An employee who takes a demotion to a position he/she has previously held will have a two (2) pay period trial period during which time the employee will have the right to return to the position held prior to the demotion.
- 28.2 An employee who takes a demotion to a position he/she has not previously held will serve a sixty (60) calendar day trial period during which time the employee will have the right to return to the position held prior to the demotion.
- 28.3 All employees taking demotions will be paid at the pay grade assigned to the employee's new classification/position.

ARTICLE 29 CLASSIFICATION AND REQUIREMENTS FOR PROMOTIONS

29.1 Salary

CLASSIFICATIONS

REQUIREMENTS

Account Clerk I	Written, Performance
Account Clerk II	Performance
Administrative Aide I	Performance
Administrative Aide II	Performance
Assessor's Aide I	State Certification 1, Performance
Assessor's Aide II	State Certification 2, Performance
Assistant Building Maintenance Engineer	2 years Skilled Tradesperson, Performance
Building Inspector	Journeyman Card, Performance
Cashier	Written, Performance
Chief Clerk (Building)	Performance
Civil Engineer	Written, Performance
Clerk (Library)	Entry, Performance
Clerk I (Library)	Entry, 35 wpm, Performance
Clerk I	Entry, 50 wpm on computer, Performance
Clerk 2	Entry, 50 wpm on computer, Performance
Clerk 3	Entry, 50 wpm on computer, Performance
Clerk Steno	Written, Performance
Code/Ordinance Enforcement Officer	2 years related experience, Performance
Construction Inspector	Written, Performance
Data Entry Operator	Written, Performance
DPW Administrative Aide I	Performance
Election Clerk	Written, Performance
Electrical Inspector	Master Electrical License, 1 year related experience, Performance
Engineering Aide 1	Written, Performance
Engineering Aide 2	2 years Engineering Aide 1, Performance
Instrument Person (Surveyor)	Performance
Library Aide 1	Written, Performance
Library Aide 2	Performance
Library Account Clerk	Performance
Library Computer Clerk	50 wpm on computer, 6 months related experience, Performance
Plumbing Inspector	Journeyman Card, Performance

CLASSIFICATIONS

Rehabilitation Technician
Rehabilitation Coordinator
Rodman
Secretary
Senior Accountant
Payroll Clerk I
Senior Clerk I
Payroll Clerk II
Senior Clerk II
Senior Construction Inspector
Systems Specialist
Senior Tax Clerk 2
Skilled Trades Leader
Skilled Trades Person
Skilled Trades Trainee
Survey Party Chief
Technical Aide
Urban Renewal Aide I
Utility Clerk

REQUIREMENTS

1 year related experience, Performance
2 years related experience, Performance
Performance
Written, Oral, Performance
Written, Performance
Performance
Performance
Performance
Performance
2 years Engineering Aide 1, Performance
Written, Performance
Performance
Job Description dated 2/10/04
2 years as trainee, Performance
Performance
2 years Engineering Aide 1, Performance
Written, Performance
Written, Performance
Performance

FURTHER REQUIREMENTS MAY BE NECESSARY. PLEASE READ JOB SPECIFICATION POSTINGS.

CLERICAL PROMOTION ELIGIBILITY ABOVE LEVEL TWO (2) MUST HAVE PASSED TEST AT LEVEL TWO (2).

SENIORITY PREVAILS IN ESTABLISHING ELIGIBILITY LIST OF QUALIFIED MEETING JOB SPECIFICATION REQUIREMENTS.

29.1.1 The performance exam shall refer to on the job performance during a probation period to show ability to operate equipment. Persons tied in Job Bid Seniority shall have names drawn by lot to determine who gets the job. One (1) point per year will be given for service with the City. One-quarter (1/4) point will be given for each three (3) months of service with the City.

29.1.2 For purposes of this provision, oral examinations shall be conducted by a panel consisting of the City Manager or his designee, the Department Head for the classification concerned, the impartial member of the St. Clair Shores Civil Service Commission, the Union President and Chief Steward or their designees.

29.2 Hourly

CLASSIFICATIONS

Animal Control Officer
Auto Mechanic **
Auto Mechanic Leader
Auto Mechanic Welder**
Building Custodian 1
Building Custodian 2
Clerk-Bookmobile Driver
Custodial Worker

REQUIREMENTS

Performance
Performance, 4 Certificates
2 years Mechanic, Performance
Performance, 4 Certificates
Performance, Entry
Performance, Entry
Performance, Entry
Performance, Entry

CLASSIFICATIONS

REQUIREMENTS

Dispatcher (DPW)	Performance
Grounds Maintenance Person 1	Performance
Irrigation Systems & Turf Grass Equip Operator	Bench Test, Performance
Certified Irrigation Syst & Turf Grass Equip Oper	Pesticide Certification is current, 3 continuing education courses annually
Laborer I	Performance, Entry
Laborer II	Performance, Entry
Laborer III	Performance
Maintenance Person 1 (Arena)	Performance, Entry
Maintenance Person 2 (Arena)	Completion of 30 semester hrs & enrollment for Assoc Degree both Emp'or apprvd, Performance
Meter Reader	Performance
Police Pound Attendant	Performance
Sign Technician	Performance
Sign Technician Trainee	Performance
Special Equipment Operator (DPW)	Performance
Special Equipment Operator (Sewer)	05/10/97 Letter of Agreement, Performance, Two (2) years Sewer Crew
Special Equipment Operator (Water)	2 years Water Crew, Performance
Tree Trimmer 1	Performance, Job Desc dated 3/22/02
Tree Trimmer 2	2 yrs TT I, ISA Certified, Job Desc dated 3/22/02
Tree Trimmer 3	ISA Certified, 2 yrs TT2, Job Desc dated 3/22/02
Utility Worker	Job Description dated 6/3/96
Water Maintenance & Installation	Performance
Water Serviceperson	2 years Water Department, Performance

Further requirements may be necessary. Please read job specification postings.

Seniority prevails in establishing eligibility list of qualified employees meeting job specification requirements.

****Within two (2) years of appointment four (4) state certifications shall be required of any employee in this classification. After two (2) years on the job, the employee's hourly rate shall be frozen until four (4) certifications are obtained. Employees holding these positions on 1/1/89 shall not be affected by this provision.**

29.2.1 The performance examination shall refer to on the job performance during the probationary period to show ability to operate equipment. Any bench test which is given shall be job related and uniformly applied to all members of the bargaining unit. The bench test will be given first if a written test is required. Two Union officers shall be entitled to observe the bench test. Persons tied in job bid seniority shall have names drawn by lot to determine who gets the job. One (1) point will be given per year of service with the City. One-quarter (1/4) point will be given for each three (3) months of service with the City.

ARTICLE 30 LEAVES OF ABSENCE

30.1 A leave of absence for reasonable periods as defined in this Article may be granted by submitting a written request to the City Manager for his/her approval. Any employee commencing an approved leave may elect to be paid in a lump sum or bi-weekly any vacation pay or compensatory time that has accrued. An employee may elect to be paid, on a bi-weekly basis only, any accrued sick time which he/she has available during the leave. Any leave which is granted shall be without loss of existing seniority.

30.2 EDUCATIONAL LEAVE OF ABSENCE

30.2.1 Employees may be granted a leave of absence for a period of up to two (2) years in order to attend school full-time. The City Manager may approve the reimbursement of costs for tuition and books for courses successfully completed (C average or better) where the courses mutually benefit the employee and Employer. Approval for reimbursement should be obtained prior to course enrollment where possible. If tuition and book reimbursement for an employee are approved prior to successful course completion, they shall not, thereafter, be denied. Date of hire seniority and job bid seniority will not accrue during an education leave.

30.3 GENERAL LEAVES

30.3.1 Illness leave (Physical or mental) – up to one (1) year. Date of hire seniority and job bid seniority will not accrue.

30.3.2 Prolonged illness in immediate family of employee and/or spouse to include children, step-children, wards and parents – up to one (1) year. Date of hire seniority and job bid seniority will not accrue.

30.3.3 Personal leave – up to six months. Date of hire seniority and job bid seniority will not accrue.

30.3.4 The City and Union agree to incorporate the provisions of the Family Leave Act into this agreement.

30.4 LEAVE FOR UNION BUSINESS

30.4.1 Conferences and Conventions: Officers and delegates of the Local will be allowed to attend educational conferences, conventions and/or official Union functions that take place during working hours without loss of time or pay. Date of hire seniority and job bid seniority will accrue.

30.4.2 Such time off with pay shall be limited to eighty (80) hours a year, accumulative to 160 in two (2) years, with forty (40) additional hours in the years when delegates are sent to the International Convention. Said forty (40) hours shall not be accumulative. Any additional time off will be allowed without pay upon notification to the City Manager by the Local President.

30.4.3 Elected Office: An employee with seniority who is elected or temporarily appointed to an elective office with the Union (Council 25 or AFSCME International), upon written request of the President of the Local Union, may be granted a leave of absence without pay for a period of time of up to two (2) years or the term for which he/she is elected or appointed, whichever is less. No form of seniority or service time with the City shall accrue.

30.4.4 Selected Office: An employee with seniority who is selected for regular or temporary employment with the Union (Council 25 or AFSCME International), upon written request of the President of the Local, may be granted a leave of absence without pay for up to two (2) years. Date of hire seniority and job bid seniority will not accrue.

ARTICLE 31 REINSTATEMENT OF VETERANS LAWS/MILITARY RESERVE LEAVE

- 31.1 The re-employment rights of Employees and probationary employees will be governed by applicable laws and regulations. Date of hire seniority and job bid seniority will accrue.
- 31.2 A probationary employee who enters the Armed Forces must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus one hundred eighty (180) days. Date of hire seniority and job bid seniority will accrue during this leave of absence.
- 31.3 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. Date of hire seniority and job bid seniority will accrue during Military Reserve Leave.

ARTICLE 32 JURY DUTY

- 32.1 An employee on jury duty shall not suffer loss of regular pay during the course of such duty. A court business day, not to be charged, to answer a court subpoena as a witness of one (1) day per year will be allowed. Date of hire seniority and job bid seniority will accrue while on jury duty.

ARTICLE 33 FUNERAL LEAVE

- 33.1 In the case of death of the spouse, children or parents of the employee or spouse, seven (7) days will be allowed of which five (5) will be paid. Additional paid time may be allowed for the spouse or child which shall be taken as sick time or vacation time. In the event of a death in the immediate family of the employee or spouse, the employee shall be entitled to the next five (5) days as funeral leave. Immediate family of the employee or the spouse shall be deemed to be: Brother, Sister, Grandparent, Grandchild, Step-Children, Step-Mother, Step-Father, Step-Brother, Step-Sister, Step-Grandparent, Step-Grandchild, Children for which the employee or spouse is a guardian, Son-in-law, Daughter-in-law. Funeral leave days which fall on regularly scheduled work days shall be compensated as regular paid days. Although Saturday and Sunday shall be included in calculating the five (5) day funeral leave, they shall be without pay unless they are regularly scheduled work days.
- 33.2 Although the funeral leave will normally begin the day following the death of the immediate family member, under unusual circumstances (death in foreign country, autopsy, etc.), the City Manager may fix another date for the commencement of the funeral leave.
- 33.3 Employees shall be entitled to one (1) day with pay in the event of a death of an aunt, uncle, niece, nephew, spouse of a brother-in-law or sister-in-law, great grandparent or great grandchild of the employee or spouse.
- 33.4 There will be a travel day allowed if the distance is over two hundred (200) miles and the employee provides verification in writing of their attendance.
- 33.5 In the case of "step" relatives or in-law relatives, time off shall only be granted for current relations. The death of ex-spouses and/or their relatives are not covered under this article.
- 33.6 If a death occurs while an employee is on paid leave upon notice, his/her status will be changed to funeral leave. Date of hire seniority and job bid seniority will accrue.

ARTICLE 34 SICK LEAVE

- 34.1 New hire probationary employees do not accrue sick leave until after successful completion of their probationary period. Sick time is then credited retroactive to date of hire.
- 34.2 Each employee shall accumulate two and a quarter (2 ¼) sick days each quarter. These sick days shall be accumulative up to a maximum of thirty (30) days. If at the end of any calendar year, an employee has more than thirty (30) days they shall be paid at their current rate of pay for all days over thirty (30), as soon as possible after the beginning of the next calendar year.
- 34.3 Serious illness of spouse, child, step-child, wards and parents of employee or spouse will warrant use of paid time off earned by employee.
- 34.4 Sick time may be figured on an hourly basis, allowing employees to deduct sick time by the hour.
- 34.5 In order to receive credit for a month's employment the employee must be credited with a minimum of ten (10) working days on employee's payroll records.
- 34.6 While in a temporary promotion an employee shall be paid promotional rate while on sick leave.
- 34.7 Any sick days accumulated shall be paid one hundred percent (100%) to the employee on his/her termination from the City for any reason.
- 34.8 For computation of payment for unused sick leave days, a maximum of two hundred (200) days shall be used. Unused sick leave days within the two hundred (200) limit will be paid one hundred percent (100%) on retirement or to his/her estate in case of death. Fifty percent (50%) 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.
- 34.9 PERSONAL DAYS
- 34.9.1 Effective January 1st each year, four (4) personal leave days will be allowed. If an employee uses a personal day, they will be eligible for overtime. If the employee refuses, they will not be charged red hours. An employee wishing to take a personal day must pre-arrange it with his/her immediate supervisor prior to the employee's scheduled shift of the day he/she wishes to use as a personal day(s).
- 34.9.2 New hire probationary employees may use up to two (2) personal leave days during their probation period, upon supervisor approval. Upon successful completion of probation, remaining pro-rated calendar personal days (if any) will be credited.
- 34.9.3 The aforementioned personal days are allowed in a calendar year and these days do not carry over from year to year.
- 34.9.4 Personal days can be used in conjunction with holidays and vacation time.

ARTICLE 35 INSURANCE

35.1 SICKNESS AND ACCIDENT INSURANCE

- 35.1.1 Effective July 1, 1980, the City shall provide an S&A Policy to cover sixty-five (65%) percent of wages for fifty-two (52) weeks after the first seven (7) days of illness. Employee's must use their own time, with or without pay for the first seven (7) days, i.e. sick time first, if out of sick time, vacation or compensatory time can be used in lieu of sick time. Beginning with the eighth day they will be paid sixty-five (65%) percent of their gross pay for fifty-two (52) weeks. For the purposes of this Paragraph, gross pay shall include paid holidays. On the job injuries shall be covered by Workers Compensation and the S&A shall not apply.
- 35.1.2 All days accumulated prior to this agreement are frozen at their level as of June 30, 1976. An employee while on extended sick leave may use these days to supplement their income for extended illness as provided under this section, up to a maximum of two and three quarter (2 ¾) hours per day to supplement the S&A coverage.
- 35.1.3 General pay raises will apply while an employee is on S&A coverage.
- 35.1.4 During the fifty-two (52) week period, an employee who supplements their S&A with two and three quarter (2 ¾) hours per day of accumulated sick leave shall receive all benefits as if on continued employment.
- 35.1.5 Employees who have exhausted their sick leave or who choose not to supplement the Sick and accident with sick leave will not accumulate sick leave, vacation time and longevity credit. All other benefits remain intact.
- 35.1.6 Supplementing S&A with sick leave is at the employee's option. Once the option to supplement S&A is exercised, however, it may not be revoked and shall continue until exhausted or the extended sick leave ends.

35.2 DENTAL INSURANCE

- 35.2.1 The City shall pay dental insurance coverage, the full cost of the present group dental insurance with whom the employee and the employee's family are enrolled. Or the City, at its discretion, may provide another policy with equal or better coverage than presently received. There will be no pre-existing coverage limitations when transferring policies.

The benefit year is January 1 through December 31. New employees are covered effective the first of the month following a thirty (30) day waiting period. Enrollment terminates on the last day of the month in which the employee ceases employment.

Coverage extends to all full-time AFSCME 1015 employees and their legal spouse, and dependent children to the end of the calendar year in which they attain the age of 19 or unmarried dependent children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the Dental Care Certificate. Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under the separate contracts.

Benefits and Percentage Coverage

Class I	- Basic Dental	80%
Class II	- Prosthodontics	80%
Class III	- Orthodontic	50%

The maximum contract benefit is \$1,000 per person total per benefit year on Class I and Class II benefits. Payment for Class III benefits shall not exceed a lifetime maximum of \$1,000 per eligible person.

There is no deductible. The plan predetermination amount is \$200.

35.3 LIFE INSURANCE

35.3.1 The Employer shall provide a \$40,000 term life insurance with accidental death and disability.

35.4 OPTICAL INSURANCE

The City will provide optical coverage to all employees and their families in the bargaining unit. Retirees shall receive optical coverage. Coverage shall be provided by BC/BS as set forth in Appendix D.

35.5 WORKERS COMPENSATION

35.5.1 Each employee will be covered by the applicable Worker's Compensation Laws. The Employer further agrees that an employee being eligible for Worker's Compensation shall receive, in addition to their Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation income and eighty percent (80%) of the employee's regular weekly income based on a regular work week. This eighty percent (80%) supplement shall be applicable for any person injured during the course of employment after July 25, 1988. Persons injured prior to July 25, 1988, shall continue to receive an amount from the Employer sufficient to make up the difference between the employee's Worker's Compensation and his/her regular weekly income based on a regular work week until the time that such employee has recovered from said injury and is returned to full employment with the Employer. Should the Worker's Compensation benefits become taxable the City will make up the difference. Each full-time permanent employee and each probationary employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave.

35.5.2 When an employee suffers a job incurred injury covered by Worker'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.

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

35.5.4 An employee recalled to light duty or restricted duty with the Employer after having incurred a work-related injury shall be paid at the rate of compensation being received by the employee at the time of the employee's injury or the rate of pay of the position, whichever is greater. If the employee's rate of pay from his/her previous position is greater, he/she shall be redlined at that rate until such time as the rate of pay of the light duty or restricted duty position meets or exceeds the previous rate. No employee performing light duty work because of a work-related injury shall be offered overtime or standby and such person shall not be charged red hours.

ARTICLE 36 MEDICAL COVERAGE

36.1 HOSPITALIZATION

- 36.1.1 The City agrees to pay the full cost or premium for hospitalization medical coverage for all employees in the bargaining unit and their eligible family members under the Blue Cross/Blue Shield (BC/BS) Community Blue PPO Plan 1 as described in Appendix D. Effective as soon as possible after the ratification of the 2007 – 2010 agreement the Community Blue PPO will be replaced with the Healthy Blue Incentives option B and Rx option B with the XED and RXP riders. The City agrees to pay the cost for Health Alliance Plan (HAP) HMO, described in Appendix D, up to the BC/BS rates with the employee paying the premium difference between the BC/BS and HAP HMO for the programs described in 36.4 commencing November, 1993.
- 36.1.2 This coverage shall be extended for a period of three (3) months to all seniority and probationary employees who are on an extended leave of absence under Article 30.3.1 and have exhausted all S&A benefits, vacation and sick time.
- 36.1.3 At the expiration of the three (3) month period the employee will then be allowed to pay the entire monthly premium equal to that of the HAP HMO premium to the City in order to remain on the group policy for an additional nine (9) months. The full premium must be paid at the cashier's office no later than the tenth (10th) of the month preceding the benefit month for which the premium is due. Failure to meet the payment requirements will result in the employee being removed from the policy without possibility of reinstatement unless returned to a full-time position.
- 36.1.4 Hospital-Medical coverage provided to members of the bargaining unit under the expired contract through Blue Cross Blue Shield shall, during the term of this Agreement, be self-funded by the City and administered by an administrative outside independent services organization.
- 36.1.5 Effective July 1, 2004, all bargaining unit members will have the option for medical coverage of BC/BS Community Blue PPO Plan 1 or HAP HMO beginning with open enrollment November 1, 2004. For the first year (2004), any medical coverage changes for bargaining unit members will be implemented effective January 1, 2005. There are no pre-existing condition limitations when transferring policies.
- 36.1.5.1 Effective January 1, 2005 prescription coverage co-pay for BC/BS Community Blue PPO Plan 1 and HAP HMO will be \$10 generic/\$20 brand name. Employees may participate in mail order prescription plan.
- 36.1.6 Any member of the bargaining unit who is denied coverage by the administrative services organization for any specific incident and coverage would have been provided under Blue Cross Blue Shield may file a grievance under the grievance procedure of the collective bargaining agreement. Any dispute with the administrative services organization over an unpaid medical or hospital bill shall be paid for by the City until the dispute is resolved through the arbitration procedure. For purposes of this provision only, the streamlined arbitration procedure of the American Arbitration Association shall be followed.
- 36.1.7 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 as set forth in State law. Pursuant to Public Act 28 of 1966, as amended (MCL 38.571 et seq.), it is hereby agreed that up to one half of the earnings by the pension reserve fund may be used for the payment of medical and hospital insurance costs for retirees and beneficiaries

(retiree, spouse and eligible dependents) receiving benefits from the Retirement System for the fiscal year beginning July 1, 1996. The use of said funds shall be in compliance with Article IX Section 24 of the State of Michigan Constitution, and other applicable State and Federal laws. Such amount shall be paid by the Retirement System directly to the City and shall be used solely for the payment of medical and hospital insurance for retirees and beneficiaries. Funding to the Retirement System shall continue to be in accordance with the State of Michigan Constitution and other applicable law. It is understood that the cost of hospitalization shall include the regular Medicare expense for both employee and spouse.

- 36.1.8 Retirees before December 31, 1994, shall receive the BC BS benefit (with full family coverage) as set forth in 36.1.5, with a Prescription drug deductible of \$3.00 and without the PPO and MMCPOV rider. Retirements after January 1, 1995, will receive the same coverage but with the \$5.00 prescription drug deductible. Retirees may also have the option of HAP HMO coverage without the HAP HMO premium cost.

Effective with bargaining unit members that begin collecting a pension on July 1, 2004 and forward, retirees and dependent(s) health care shall be the same options as outlined in section 36.1.5, (BC/BS Community Blue PPO Plan 1 and HAP HMO), with a \$10 generic/\$20 brand name co-pay on prescriptions.

Retirements prior to July 1, 2004, retirees and dependent(s) will have the same medical benefit options available to the bargaining unit (currently: BC/BS Community Blue or HAP HMO) as well as the BC/BS Traditional, Appendix D.

Effective sixty (60) days after the ratification of the 2007-2010 agreement all individuals who have retired prior to the ratification of the 2007-2010 agreement, will move to Community Blue Option I, or HAP, Medicare Supplement coverage. Retirees who had fifteen or more years or more of credited service with annual straight life pension benefits of less than thirty thousand (\$30,000) who will take Community Blue coverage or Blue Cross Medicare supplement shall be provided a \$0 generic / \$15 brand name Rx co-pay. These same Retirees electing HAP coverage shall be provided with a flat five (\$5) dollar Rx co-pay. Retirees with less than fifteen years of service at the time of retirement and/or straight life pension benefits in excess of thirty thousand (\$30,000) will have a Rx co-pay of \$10 generic / \$20 brand name under both Blue Cross and HAP plans.

Effective for anyone retiring after the ratification of the 2007-2010 agreement, all retiree health care will be the same as that provided for active employees. These benefits shall be subject to any and all changes made the future, for active employees. Any increase in out of pocket costs to the retiree shall be capped at three (3%) percent per annum, since their date of retirement. Out of pocket costs shall be defined as co-pays and deductibles this shall not cover any future premium participation. In the event premium participation is put in place in the future it shall not exceed one (1.0%) of the retirees' annual pension amount.

For all unit employees hired after October 18, 2004, and before ratification of the 2007 – 2010 agreement vesting for retiree medical insurance will be twenty (20) years of service when electing a deferred retirement option.

For all unit employees hired after October 18, 2004 and before ratification of the 2007 – 2010 agreement who elect a non-duty disability pension, vesting for retiree medical insurance will occur after fifteen (15) years of service.

For all unit employees hired after the ratification of the 2007 -2010 agreement vesting for retiree medical insurance will be sixty (60%) percent after fifteen (15) years of service and an

additional four (4%) percent for each additional year thereafter up to a maximum of one hundred (100%) percent.

- 36.2 The City shall assume the full cost of hospitalization insurance as set forth in 36.1.1 for the first full month of layoff of any member of the bargaining unit. For purposes of this provision, a full month of layoff shall be defined as one, which begins on the first scheduled work day of any calendar month. The City shall assume seventy-five percent (75%) of the insurance premium (based on HAP HMO rates) for the second (2nd) full month of layoff and fifty percent (50%) (based on HAP HMO rates) for the third through sixth (3rd – 6th) months of layoff. Employee payment for any month to be received by the 10th of the month preceding the month for which payment is due. Failure to receive payment by the 10th of the month shall relieve the City of further obligation under this provision. Except as may be required by COBRA, the City shall have no obligation for continuing hospitalization insurance for the laid off employee after the sixth (6th) month of layoff. However, provided said practice is permissible by the insurance carrier, the employee may continue his/her group hospitalization insurance through the twelfth (12th) month of layoff by paying the monthly premiums equal to that of the HAP HMO premiums to the City by the tenth (10th) of the month preceding the month for which payment is due.

36.3 PLAN SELECTION

- 36.3.1 Transfers to either health care plan will be made available to employees on a voluntary basis once a year. Rates will be posted by the City the first week of October.
- 36.3.2 The HAP HMO policy will include present medical coverage excluding an optical plan.
- 36.3.3 The Employer agrees to establish a payroll deduction program for HAP HMO premiums. Employees may participate in a flexible benefit program to the extent that it provides for health care premiums to be paid with pre-tax dollars as permitted under Federal Tax laws.
- 36.3.4 Effective January 1, 1999, the Employer agrees to add the addition of the Blue Cross Blue Shield Community Blue PPO I Medical Benefit Option.

36.4 HEALTH INSURANCE ALLOWANCE

- 36.4.1 The parties hereby agree that effective May 1, 1998, the members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal Law or regulations.
- 36.4.2 The parties further agree that effective May 1, 1998, each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand Four Hundred Dollars (\$1400.00) annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the Personnel Director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1st of such calendar year, combined with other special pay items. For the first shortened year of implementation (1998), the insurance allowance will be a prorated amount of Six Hundred and Sixty-Seven Dollars (\$667.00). Any insurance allowance paid will count towards Final Average Compensation.

36.4.3 In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must re-enroll in a City-sponsored health care plan. The City will endeavor to re-enroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.

36.4.4 Retirees are not eligible to participate in the health insurance allowance program.

ARTICLE 37 SHIFT DIFFERENTIAL PAY

- 37.1 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 seven percent (7%) of the regular pay for such work.
- 37.2 Regular library employees who work other than a scheduled Monday through Friday work week and/or work other than between the hours of 7:00 a.m. and 5:00 p.m., shall receive a pay differential in the amount of three and one-half percent (3½%) of their regular pay rate.
- 37.3 Employees who work on the second shift shall receive in addition to their regular pay for the pay period five percent (5%) per hour; employees on the third shift shall receive seven and one-half percent (7½%) per hour.

ARTICLE 38 LONGEVITY

- 38.1 Longevity is an annual payment commencing after a regular full-time employee has five (5) continuous years accumulated with the City. After July 1, 1978, if an employee leaves the service of the City and later returns it will be necessary to again accumulate five (5) continuous years before longevity will be paid. Longevity will be based on total years service in accordance with the schedule of this section. Lay-off periods shall be deemed continuous service.
- 38.2 Commencing on November 1, 1989, and each year thereafter on November 1, the annual longevity payment shall be paid to eligible members of the bargaining unit based on their anniversary date in the current calendar year but paid at the rate of compensation, excluding temporary upgraded rates if the temporary upgrade is effective after October 1, in effect on November 1st each year. Longevity checks will be issued no later than November 1st.
- 38.3 All employees will be pro-rated longevity as determined by their employment date upon separation from City employment.
- 38.4 Longevity is all accumulated time spent in service to the City. In order to receive credit for a month's employment, the employee must have received ten (10) days pay from the City for the month or be in receipt of S&A and supplemental pay for at least ten (10) days for the month.

LONGEVITY SCHEDULE

Five (5) years	2% of base pay to a maximum of \$ 800.00
Ten (10) years	4% of base pay to a maximum of \$ 1,600.00
Fifteen (15) years	6% of base pay to a maximum of \$ 2,400.00
Twenty (20) years	8% of base pay to a maximum of \$ 3,200.00
Twenty-five (25) years	10% of base pay to a maximum of \$ 4,000.00

38.5 For all employees hired into the bargaining unit after January 1, 1989, the longevity schedule shall be as follows:

LONGEVITY SCHEDULE

Five (5) years	1% of base pay to a maximum of \$ 800.00
Ten (10) years	2% of base pay to a maximum of \$ 1,600.00
Fifteen (15) years	3% of base pay to a maximum of \$ 2,400.00
Twenty (20) years	4% of base pay to a maximum of \$ 3,200.00
Twenty-five (25) years	5% of base pay to a maximum of \$ 4,000.00

ARTICLE 39 WORKING HOURS

39 For the purposes of payroll check direct deposit, the City's Agreement for Direct Deposit of Payroll will set forth the provisions. These provisions include, but are not limited to the City's right to cancel the agreement with written notice to the employee. It is understood that participation in the program is entirely voluntary on the part of the employee, and is in no way a mandatory payroll provision.

39.1 WORKING HOURS – SALARY

39.1.1 The regular full working day for all salaried employees shall consist of seven and one-half (7 ½) hours per day. All salaried employees shall be entitled to a one (1) hour lunch period in addition to the seven and one-half (7 ½) hour work day.

39.1.2 Employees shall have a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.

39.1.3 For the purpose of defining shift differential only, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 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 on or after 7:00 p.m., but before 4:00 a.m. Employees shall be eligible for the shift differential provided herein if they are assigned to a shift for at least one (1) working day. The starting time of any shift shall not be changed without first meeting with two (2) designated union representatives in a conference at least one (1) week before said shift change is scheduled to go into effect. A shift shall be considered a regular shift if its duration is at least seven (7) calendar days.

39.1.4 Regular library employees working Saturdays between the period of July 1 through Labor Day shall be compensated at time and one-half for hours worked on Saturday.

39.2 WORKING HOURS – HOURLY

39.2.1 The regular full working day shall consist of eight (8) hours per day. All hourly employees shall be entitled to a one-half (1/2) hour lunch period in addition to the eight (8) hour day.

- 39.2.2 Employees shall have a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.
- 39.2.3 For the purpose of defining shift differential only, the first shift is any shift that regularly starts on or after 4:00 a.m., but before 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 on or after 7:00 p.m., but before 4:00 a.m. Employees shall be eligible for the shift differential provided herein if they are assigned to a shift for at least one (1) working day. The starting time of any shift shall not be changed without first meeting with two (2) designated Union representatives in a conference at least one (1) week before said change is scheduled to go into effect. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.

ARTICLE 40 TIME AND ONE-HALF AND DOUBLE TIME

- 40.1 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 eight (8) hours necessary for overtime.
- 40.2 Salaried employees working other than their regular work schedule shall receive overtime pay on the same basis as hourly employees. Rest period time shall count for the seven and one-half (7 ½) hours necessary for overtime pay.

ARTICLE 41 HOLIDAY PROVISIONS

- 41.1 Paid holidays shall be as follows:
- New Year's Eve
 - New Year's Day
 - President's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Armistice Day (Veteran's Day)
 - Thanksgiving Day
 - Friday After Thanksgiving (Effective November, 1991)
 - Christmas Eve Day
 - Christmas Day
 - Any Holidays declared by the City Council shall be included.
- 41.2 When any holiday falls on a Saturday, employees shall have the preceding Friday off. Friday will be considered the holiday. When any holiday falls on a Sunday, employees shall have the following Monday off. Monday will be considered the holiday. Christmas and New Year's being double holidays will be agreed on yearly.
- 41.3 Employees in a temporary promotional position shall be paid the rate for the promotional position for all holidays.

- 41.4 All employees will receive holiday pay provided they work the day before and the day after the holiday or are excused from work because of illness, vacation, or personal leave. Failure to call in or properly notify the Employer regarding an absence on the day before or after the holiday shall result in the denial of holiday pay. When such an absence is because of illness, medical proof may be required. The employee will be provided ample time to provide such proof without loss of working hours or pay.
- 41.5 Library personnel may, at the City's option be scheduled to take the Wednesday before Thanksgiving or the Monday after Thanksgiving as their holiday in lieu of the Friday after Thanksgiving. For these personnel, the Friday after Thanksgiving shall be considered a regular work day.

ARTICLE 42 VACATION ELIGIBILITY

- 42.1 Vacations shall be earned from date of hire through December 31st, for the following year, on a pro-rated basis. New hire probationary employees do not accrue vacation leave time until successful completion of their probationary period. Vacation time is then credited retroactive to date of hire.
- 42.2 All regular full-time employees shall be entitled to a vacation with pay, in the next calendar year, after completion of their probationary period. Vacations earned shall be calculated on a calendar year.
- 42.3
- | <u>Years of Service</u> | <u>Vacation Days</u> |
|-------------------------|----------------------|
| Less than 5 years | 10 days |
| Less than 10 years | 15 days |
| Less than 15 years | 20 days |
| More than 15 years | 25 days |
- 42.4 Vacation days may be used one (1) or more days at a time subject to prior approval of the employee's supervisor. Management shall not deny any vacation request without just cause. Manpower requirements shall be negotiated with the Union. Pre-selected vacation approved by a supervisor prior to transfer shall not be denied after transfer.
- 42.5 Employees will be paid their current rate based on their regular schedule day while on vacation and will receive credit for any benefits provided for in this agreement. If an employee is working in a temporary promotion he/she shall be paid the promotional pay rate while on vacation.
- 42.6 For the purpose of vacation carry over, employees will be able to carry over up to twenty-five (25) days of vacation each year. Additional days over the maximum twenty-five (25) days have to be used by the end of the first pay period in January or they will be forfeited. An employee carrying over more than the 25 day accumulation and choosing to maintain the current vacation time will be capped at those days. Subsequent use of the time will reduce the cap by the days taken.
- 42.7 Employees currently over the twenty-five (25) day accumulation may, subject to budgetary limitations, choose one of the following conversions:
1. Cash
 2. Deferred Compensation (ICMA)

This request must be submitted to the City Manager no later than February 1st of each year for consideration in the fiscal year commencing July 1. Any conversions to cash or deferred compensation (ICMA) for employees over the vacation cap shall reduce the cap until the twenty-five (25) day maximum is reached.

ARTICLE 43 OVERTIME AND EQUALIZATION OF OVERTIME

- 43.1
- 43.1.1 All employees shall be paid overtime as stipulated in this Agreement. Overtime is defined as any hours worked outside of a regular shift, or on any day other than a regularly scheduled day. Saturday, Sunday and Holidays are not regularly scheduled days unless specified for certain positions in which a shift differential is paid yearly.
- 43.1.2 Regular overtime or scheduled overtime is any time worked other than a regular shift or day which is not emergency overtime as defined below. Employees refusing regular overtime or scheduled overtime will be charged actual hours paid. Employees working regular overtime or scheduled overtime will be charged actual hours paid, all stand-bys included. However, if an employee accepts regular or scheduled overtime and fails to work said overtime, that employee shall be charged with double red time hours paid.
- The intention is to charge the employee working out of his/her division for time worked. Shift extensions necessary to complete a job or project that would leave a hazardous condition or jeopardize equipment or materials if not completed, shall be considered as emergency overtime as defined below.
- 43.1.3 Emergency overtime is time worked outside of the regularly scheduled shift or day caused by an unforeseen or unanticipated condition (i.e. wind storms, broken water mains, riots, floods, blocked sewers or drains, snow, rain, hail storms, salting) where an employee may be required to work beyond his/her regular shift or day, or be called back into work. When a fire occurs and a special piece of equipment is needed to assist the fire or police department, the employees in the division of the department to which the special piece of equipment is assigned will be called. They will be called by classification needed and low overtime hours.
- Those refusing or unavailable for emergency overtime shall be charged actual hours paid of those working. An employee called for emergency duty in addition to regular hours shall receive not less than four (4) hours pay. The employee shall receive premium time for the time actually worked and, if the employee does not work four (4) hours, he/she 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 under an established stand-by pay arrangement who shall receive a minimum of two (2) hours pay.
- 43.2 Overtime hours shall be divided as equally as possible among employees in the same classification in their department. The employee will be allowed a period of two (2) weeks after each posting to protest the current figures. The two (2) weeks will be extended for an employee on an excused absence.
- 43.2.1 For purposes of overtime equalization, an up-to-date list of actual hours paid in or out of classification or department, stand-by included, and overtime hours refused or unavailable in classification shall be maintained by department. On July 1st of each year all employees will revert to zero (0) overtime hours. Call in will be by seniority until the first overtime hours are recorded.
- 43.3 Whenever overtime is required, the person with the least number of overtime hours in the classification(s) within the department which performs such work will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications within the department may be called if there is a shortage of employees in the classification needed. In such cases they shall be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. Priority of classification shall be by departmental policy.

- 43.4 Overtime, for purposes of performing related work that cannot be filled from within a department, shall be called out from an overtime list of qualified employees regardless of classification. Employees must be able to perform such work with minimal instruction. The employee with the least number of overtime hours shall be called first and so on down the list in an attempt to equalize overtime. For the DPW Complex the divisions of Streets (including Signs and Forestry), Sewers, Motor Pool and Parks will be considered one department before going to the overtime list of non-departmental employees. If overtime cannot be filled in one of these divisions, the employees in the remaining divisions will be called in according to lowest overtime hours charged first up to the highest overtime charged, until the overtime needs are filled. The employees will only be charged on their own division's overtime board and will be charged only for overtime worked not red hours. Temporary employees will not be scheduled or called in for overtime except after the exhaustion of this list. This does not apply to a job assignment continuing after normal daily working hours.
- 43.5
- 43.5.1 Employees may sign up for overtime in other departments by submitting a written request on a form furnished by the City to each department supervisor between May 1st and May 10th of each year. The form shall be completed and returned to the Human Resource Director no later than May 24th. Employees failing to return a completed form, by that date, shall not be eligible for overtime in any other department. The request shall be approved or denied by June 15th. The overtime list shall be maintained yearly July through June.
- 43.5.2 The overtime list request form shall provide for the employee's name, telephone number, date of hire, department they wish to work in, and the current department.
- 43.5.3 An employee shall be eligible for overtime for those departments for which the employee has requested consideration and which have thereafter been approved by the Employer. Approval shall not be arbitrarily or capriciously denied. Factors to be considered in approving or denying a request for master list overtime in any department shall include prior performance in the classification, training (including voluntary training), the opinion of the employee's immediate supervisor, etc.
- 43.5.4 The out of department overtime list shall contain the employee's name and call in will be by seniority until the first overtime hours are recorded. Each department will keep an overtime list of each employee qualified to work in said department. Only the hours worked in the department will be listed. No "Red Hours" are maintained. Call in will be by seniority until the first overtime hours are recorded. Employees will complete work reports as required.
- 43.6 The out of department overtime shall be maintained up-to-date as the departmental overtime is maintained. All employees are eligible for out of department overtime except those on a leave of absence, S&A or worker's compensation.
- 43.7 Stand-by persons on duty shall not be eligible for call outside their regular department.
- 43.8 Any employee required to work four (4) hours of overtime following a regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating provided the employee will be required to return for additional overtime. A similar one-half (1/2) hour off with pay shall be granted for each four (4) hour period of overtime to be followed by additional overtime. 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 eight (8) hours shift at overtime rates because such work is done on a day other than the employees usual work day.

- 43.9 Supervision shall determine if an employee has worked sufficient hours after a regular shift to be sent home. However, under no circumstances shall an employee be sent home during a regularly scheduled shift without a minimum of four (4) hours pay, from the time the employee was sent home up to a maximum of eight (8) hours for the day. During an emergency an employee need only be called in once in a twenty-four (24) hour period providing they have been contacted or reported in the first time. If an employee is sent home because of an anticipated emergency and has not worked any overtime, twelve (12) hours previous to the regular shift, he/she shall be paid for the full regular shift. If an employee is called in a second time he/she shall not be charged red hours if the employee does not report in.
- 43.10 Employees on stand-by time by request of a supervisor shall be compensated at the rate of \$15.00 per day, \$30.00 for Sundays & Holidays. If worked, stand-by time plus actual time worked shall be paid. An employee refusing to take a scheduled stand-by will be charged double the hours worked by his/her replacement, or a minimum of twenty (20) hours, whichever is greater. An employee who refuses to take a scheduled stand-by will not be eligible for call in overtime that week. Continued refusal of scheduled stand-by will give management the right to take disciplinary action. A seven (7) day scheduled stand-by will equal one (1) refusal. Beepers will be provided for all persons on stand-by. Refused stand-bys and open stand-bys shall be filled by qualified employees in the following manner:
1. Water Dept.: first from within the Serviceman classification, followed by Special Equipment Operators, and water maintenance and installation and meter readers in that order. Lowest hours within each classification shall be called first.
 2. D.P.W. (Sewer) low hours Laborer II or III.
 3. D.P.W. (Streets) Laborer III first, followed by Laborer II. Lowest hours within each classification shall be called first.
- 43.11 An employee who is required to work sixteen (16) hours within a twenty-four (24) hour period and leaves work between the hours of 1:00 a.m. and 7:00 a.m. shall be granted an eight (8) hour rest period. If the rest period runs into the employee's regular shift the employee shall receive one (1) hour pay for each hour lost on the regular shift. If an employee on rest period is called into work before the end of the rest period the employee shall receive time and one-half (1 ½) for all hours worked up to the termination time of the rest period plus the one (1) hour pay per hours mentioned above. An employee who feels he/she does not need a rest period may, with the approval of their supervisor, report to work on his/her regular shift at their regular rate of pay. If, in the judgement of the Employer, the employee cannot be gainfully employed during the portion of his/her regular work period remaining after the expiration of such eight (8) hour period, such employee may be excused from work for the remainder of the regular daily work period without loss of straight-time pay. Employees required to work emergency overtime, regular overtime or scheduled overtime on Saturday, Sunday and Holidays, will have the right to go home after they have worked sixteen (16) hours in a twenty-four (24) hour period, or sixteen (16) continuous hours. They will not be charged any hours worked by other employees for the next eight (8) hours, starting from the time the employee leaves work. If the eight (8) hours run into the employee's regular shift, rest period shall apply as spelled out in this Article. If an employee chooses to work he/she will be charged actual hours paid.
- 43.12 Employees on sick leave will not be called for overtime or charged in red for overtime until they return to work. No call in is considered sick leave for this section only. Employees utilizing vacation or personal time shall be eligible for overtime assignments.
- 43.13 An employee whose vacation commences on Monday shall be eligible to be called in during the weekend preceding the vacation once he/she has punched out. In the event the employee is called and turns down the overtime opportunity they shall not be charged red hours. Employees will be called on the day preceding the vacation if the vacation begins on Tuesday through Friday of the work week. When an employee has a vacation scheduled around a holiday, the employee will not be

charged red hours for overtime declined from their last scheduled day of work until they return to work after the leave.

- 43.14 A funeral leave shall be treated the same as a personal day – stand-by included – for this Article only.
- 43.15 When a failure to call the proper employee for the opportunity to work overtime occurs, the employee's next overtime opportunity to work shall carry with it compensation at a premium rate for the actual number of overtime hours lost as a result of the error. This section shall constitute the sole and exclusive remedy for overtime equalization errors.
- 43.15.1 When the employee works the next overtime hours, the employee will be paid at a premium rate for the lost overtime hours and, if applicable, at the regular overtime rate for any remaining hours of the overtime assignment.

Example: In error, an employee is not given the opportunity to work two (2) overtime hours. The employee accepts the next opportunity to work overtime and works four (4) hours of overtime. The employee will be paid two (2) hours at a premium rate for the two (2) hours of lost overtime, and two (2) hours at the regular overtime rate.

- 43.15.2 In the event the employee's subsequent overtime opportunity is not of sufficient duration to make up for the lost overtime hours, the remaining lost overtime shall carry forward to the employee's next overtime opportunity(ies), consecutively, and the employee shall be paid at the premium rate for the remaining lost overtime hours.
- 43.15.3 If the employee refuses or is unavailable to work the overtime hours, the employee will be charged pursuant to the procedures set forth in Sections 43.1.2, 43.1.3, and 43.5.4, whichever section applies; however, the opportunity to be paid at a premium rate for the lost overtime hours shall carry forward as set forth in this section.
- 43.15.4 Premium rate, for purposes of this section, is defined as the applicable overtime rate at the time the work is being performed plus an additional one-half of the employee's regular rate of pay.
- 43.15.5 In order to be considered either on vacation, sick or personal time for the purposes of not being charged red hours under the terms of this agreement an employee must use a minimum of four (4) hours of benefit time on that day.

ARTICLE 44 SAFETY COMMITTEE

- 44.1 A Safety Committee is hereby established consisting of two (2) representatives of the Employer and two (2) representatives of the Bargaining Unit appointed by the Executive Board. The Safety Committee shall meet quarterly and upon request should a serious unsafe condition develop. These meetings shall be during regular daytime working hours for the purpose of making recommendations to the Employer.
- 44.2 The Employer shall insure that the work place and all equipment used by employees during the course of their work is maximized for safety. Unsafe conditions or equipment shall be subject to the grievance procedure.

ARTICLE 45 PROTECTIVE DEVICES

- 45.1 The Employer shall provide necessary rain gear and equipment, including gloves, (rubber gloves for sanitation), to properly protect the employees from injury and inclement weather. Gloves shall be replaced when the employee turns in the used pair.
- 45.2 There shall be a two-way radio equipped vehicle on all work locations where hazardous work is being performed, in order to provide coverage in case of emergencies.

ARTICLE 46 DISABLED EMPLOYEES AND JOBS DANGEROUS TO HEALTH

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

ARTICLE 47 RESIDENCY

- 47.1 Employees shall be allowed to reside within a twenty-five (25) mile radius of the City of St. Clair Shores.

ARTICLE 48 ELECTION WORKERS

- 48.1 The Employer shall be permitted to hire temporary employees for a period of six (6) months in a twelve (12) month period, persons to assist with the preparation of an election.
- 48.2 Permanent employees that help out on election work the day before and day of the election and work overtime will be paid at least two (2) hours on all local elections and four (4) hours on all State and National elections. This does not necessarily apply to school elections.

ARTICLE 49 PART-TIME FULL-TIME EMPLOYEES

- 49.1 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.
- 49.2 All such employees shall be covered under all provisions of this Agreement on a pro-rated basis.
- 49.3 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.

ARTICLE 50 TEMPORARY & SEASONAL EMPLOYEES

Periods of Employment by Departments

DPW (Streets).....April 1 to November 30

Parks & Recreation

Parks Laborer.....March 15 to November 15
Ice Rinks.....December 1 to March 31
Summer Program.....May 15 to September 30
Clerical.....11,700 annual hours

Civic Arena Laborer.....
(2 Maintenance employees) Unlimited use of temporary employees
(1 Maintenance employee) 200 hours per week

Water Department

Laborers.....June 1 to September 15

Finance Department

Cashier.....June 15 to September 15
December 1 to March 15

Clerical.....June 1 to August 31

Library

The City may hire part-time staff working on individual schedule of not more than 37.5 hours per week.

<u>Classification</u>	<u>Number of Bargaining Unit Personnel</u>
Library Account Clerk	1
Library Aide II (Circulation, Computer, Processing)	3
Library Aide I	1

If the level of staffing falls below the above list in any classification, part-time staff shall be reduced to 250 hours weekly. If the 250 hours per week is exceeded, then all full-time Library staff in this bargaining unit shall receive time and one-half (1 ½) pay of all hours worked.

Police Department

Clerical.....15 hours per week

Clerk's Office

Elections.....90 days prior to and subsequent to
elections, special projects, distributions
of precincts.

Engineering

Survey Crew.....April 15 to November 15

CDI

Clerical.....2 part-time clerks.
Each clerk shall not work more than twenty-five (25) hours per week. The part-time clerks working under this provision shall be laid off prior to lay offs with any salaried employees within the City who are bargaining unit members. In addition to this, if an AFSCME clerical position is eliminated in CDI, the two part-time clerical positions shall be eliminated first.

ANY DEVIATION WILL BE NEGOTIATED WITH THE UNION.

ARTICLE 51 SPECIAL PROJECTS – TEMPORARY EMPLOYEES

- 51.1 The parties agree that from time to time it may be necessary to hire temporary employees for a period longer than set forth in Article 50. In the event the Employer feels that it shall be necessary to have a special project 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 for a period longer than set forth in Article 50 either party may submit the same to arbitration as outlined in the grievance procedure. The City may utilize the temporary employees as requested pending the outcome of the arbitration process. Should the arbitrator find for the Union, the City shall pay to the Union an amount equal to one (1/2) half the monies paid to the temporary employee.

ARTICLE 52 UNIFORM OR UNIFORM ALLOWANCE

- 52.1 Employees in the Water Department, DPW (except as included below), Sign Department, Parks & Forestry, Building Maintenance Department (including Civic Arena Maintenance), and the outside Engineering crews shall be furnished two (2) sets of uniforms twice a year. In addition, one (1) set of painter coveralls shall be furnished in the Sign Department.
- 52.2 Employees in the Sanitation Department, Garage (mechanics and grease men), Sewer Division and Water Department (tap gang) shall be furnished laundered uniforms.
- 52.3 Optional laundered uniforms shall be furnished for Water Department Servicemen.
- 52.4 Street Sweepers shall be furnished laundered uniforms during the period in which this work is required.
- 52.5 A jacket may be purchased every three (3) years in exchange for other clothing.
- 52.6 Work shoes or other work related clothing may be purchased each fall in lieu of the fall issue of uniforms. The employee shall provide his/her supervisor with a receipt for said purchase and shall be reimbursed by the City up to the amount expended by the City for the purchase of the two (2) sets of uniforms. Effective the second year of this agreement (July 1, 2000), the Code Enforcement Officer, Electrical Inspector and Rehab Coordinator will be included in the fall issue clothing allowance.
- 52.7 Effective January 1996 all Library and City Hall AFSCME employees will receive \$100 lump sum payment for expenses associated with the renovation of the two buildings excluding the employees who receive a uniform allowance.
- 52.8 The City will pay for embroidery.

ARTICLE 53 PENSION

- 53.1 The City shall contribute the percentage needed to keep the pension fund solvent. All permanent full-time union employees hired prior to the ratification of the 2007 – 2010 agreement will be eligible for a pension when requirements set forth in this article are met.
- 53.2 Requirements to receive a full pension:
- 53.2.1 Retirement at age fifty-five (55) with twenty-five (25) years or more credited service, computed at two percent (2.0%) of Final Average Compensation times years of credited service. Effective July 1, 1986, retirement at age fifty (50) with twenty-five (25) years or

more credited service, computed at two percent (2.0%) of Final Average Compensation times years of credited service.

53.2.2 For all retirements effective 7/1/93, the pension multiplier is changed from 2% of FAC to 2.25% of FAC capped at 75%. However, employees currently exceeding the 75% will be frozen at the higher percentage that is in effect on December 31, 1993. This further modifies all subsequent paragraphs to include the multiplier change.

53.2.2.1 For all retirements effective 3/1/96, the pension multiplier is changed from 2.25% of FAC to 2.50% of FAC capped at 75%. However, employees currently exceeding the 75% will be frozen at the higher percentage that is in effect on December 31, 1993. This further modifies all subsequent paragraphs to include the multiplier change. Employees hired prior to 1960 shall have a cap of 80%.

53.2.2.2 Total service shall be multiplied by 2.5% of Final Average Compensation. For all retirements effective on or after July 1, 2002 the cap shall be raised to 80%.

53.2.3 Retirement at age fifty-five (55) or older with ten (10) or more years credited service and receive a full pension at age sixty (60), computed at two and one-half percent (2.5%) of Final Average Compensation times years of credited service.

53.2.4 Employees may leave the employ of the City after ten (10) years of credited service, and will be eligible to receive a pension at age sixty (60) computed at two and one-half percent (2.5%) of Final Average Compensation times years of credited service. To receive a pension as spelled out above the employee is required to leave his/her retirement contributions in the pension system.

53.2.5 Employees who become disabled permanently and retire will have the same options as 53.6.4.1 and receive a pension of two and one-half percent (2.5%) of Final Average Compensation, times years of credited service, with a minimum of twenty percent (20%) of Final Average Compensation. Upon requesting a disability pension the employee must submit a letter from his/her doctor to the Pension Board stating the nature of the disability with the doctor's recommendation for disability retirement. If the Pension Board requests a second opinion, the employee must go for examination if he/she wishes to receive a disability pension. If physicians have contradicting opinions a third opinion may be requested by the employee and/or Pension Board. The third physician shall be selected by the mutual choice of the employee and the Pension Board's physician.

The doctor's examination requirements will continue as required by the Retirement Board until the disabled retiree reaches their normal retirement age and service requirements then no more examinations will be required.

53.2.6 If an employee dies during his/her employment with the City, with ten (10) or more years credited service the deceased employee's spouse shall draw a pension based on Option A, the actuarial equivalent of accrued pension at the date of death, based on two and one-half percent (2.5%) of Final Average Compensation times years of credited service.

53.2.7 If an employee with ten (10) or more years credited service terminates his/her employment with the City and dies prior to the attainment of retirement age sixty (60), the employee's spouse shall draw a pension based on Option A, the actuarial equivalent of accrued pension on the date the employee would have attained retirement age sixty (60), based on two and one-half percent (2.5%) of Final Average Compensation times years of credited service. The employee is required to leave his/her retirement contributions in the pension system

when he/she terminates employment with the City to be eligible for a pension as spelled above.

53.3 EMPLOYEES ELIGIBLE FOR A PENSION:

53.3.1 With the elimination of the maximum hiring age of fifty-five (55) years of age, all permanent full-time employees in the Union or out of the Union that are hired at the age of sixty (60) years and one (1) day or thereafter will not acquire the ten (10) years credited service needed to receive a pension (as spelled out in Article 53.2.2).

53.3.2 Only time spent as a permanent employee will be credited as service toward a pension.

53.4 Employees shall receive interest on their accumulated Pension Fund money, and shall receive a statement each year as to the amount accumulated. Once a year the Pension Board shall set the interest rate, which shall be no less than three percent (3%) nor more than six percent (6%).

53.5 FINAL AVERAGE COMPENSATION:

53.5.1 In computing an employee's Final Average Compensation for pension computation purposes, the highest five (5) years out of the last ten (10) years which need not be consecutive will be used.

53.5.2 All retirees qualifying for a pension under this Article shall receive a minimum of at least one hundred and fifty dollars (\$150.00) per month unless the retiree is receiving a pension from two (2) different governmental agencies in accordance with Public Act 88, The Reciprocal Retirement Act.

53.5.3 Retirees shall receive Optical Coverage as provided in Article 35.4.

53.5.4 Retirees shall be provided Hospitalization and Medicare as provided in Article 36.

53.6 RETIREMENT PENSION OPTIONS:

53.6.1 **OPTION A: Joint and Survivor Pension**
Prior to the date of an employee's retirement but not thereafter, a retiree may elect to receive the actuarial equivalent of his/her straight life pension in a reduced pension payable throughout life. Upon the death of retiree, his/her reduced pension shall be continued throughout the life of and paid to a beneficiary having an insurable interest in his/her life, as he/she shall have nominated by written designation duly executed and filed with the Pension Board prior to date of his/her retirement.

53.6.2 **OPTION B: Modified Joint and Survivor Pension**
Prior to the date of an employee's retirement but not thereafter, a retiree may elect to receive the actuarial equivalent of his/her straight life pension in a reduced pension payable throughout life. Upon the death of a retiree, one-half (1/2) of his/her reduced pension shall be continued throughout the life of and paid to a beneficiary having an insurable interest in his/her life, as he/she shall have nominated by written designation duly executed and filed with the Pension Board prior to the date of his/her retirement.

53.6.3 **OPTION C: Straight Life Pension**
Prior to the date of the employee's retirement but not thereafter, a retiree may elect to receive his/her pension as a straight life pension payable throughout his/her life, by written designation duly executed and filed with the Pension Board prior to date of his/her retirement.

- 53.6.4 Effective July 1, 1993, the Employer agrees to pay the employee retirement contribution of 1.75%.
- 53.6.4.1 Effective 6/30/99 the employee contribution is 1.5%. If an eligible employee elects to retire before 6/30/99, they may receive the 2.5% pension multiplier provided they pay 1.5% employee contribution on current and future city wage earnings from their retirement date through 6/30/99 by a lump sum subtraction from cash out. If the employee does not have the available funds from a cash out, they may submit a cash payment to the city.
- 53.6.4.2 Effective with the first pay period after the parties have ratified this Agreement, the employee pension contribution shall be reduced by one percent (1.0%). Effective the first pay period in July, 2002 the employee contribution shall be reduced by an additional one-half percent (.5%) leaving an employee contribution of 0%.
- 53.6.4.3 Effective with the first pay period in July, 2005 the employee contribution to the pension system shall be one-half percent (.5%) of pension wages.
- Effective with the first pay period in July, 2006 the employee contribution to the pension system shall be an addition one-half percent (.5%) of pension wages.
- 53.6.5 For all retirements effective 7/1/93, a post retirement cost of living increase of five percent (5%) will be provided for a retiree at age sixty (60) or five (5) years after retirement, whichever is the latter, based on the amount of retirement allowance being paid at that time. A second increase of five percent (5%) compounded effective five (5) years after the first increase will be provided.
- 53.6.6 For all retirements effective 7/1/93, the City agrees to restore (pop-up) the retirement allowance to the regular option to a retiree if the spouse precedes the retiree in death.
- 53.6.7 The retirement board shall consist of the Mayor, a member of the Council to be selected by the Council and to serve at the pleasure of the Council, a citizen who is a resident and taxpayer of the City to be appointed by the Mayor subject to approval of the Council, and two members of the retirement system to be elected by the members of the retirement system under such rules and regulations as the Board shall from time to time adopt provided that no more than one member trustee shall be from any one department.
- 53.6.8 Effective with ratification of the 2007-2010 agreement the defined benefit (DB) plan is closed to new hires. A defined contribution (DC) plan will be established. The plan will provide for an Employer contribution of ten (10%) percent of the Employee's pension wages and a required Employee contribution of five (5%) percent. Vesting of Employer contributions is after eight (8) years of completed service.

ARTICLE 54 TERMINATION AND MODIFICATION

- 54.1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2010.
- 54.2 If either party desires to terminate this Agreement, such party shall at least one hundred twenty (120) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment, as hereinafter 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 at least one hundred twenty (120) days written notice prior to the current year's termination date.

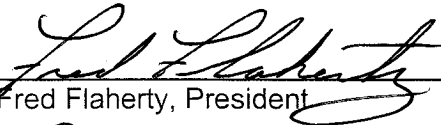
- 54.3 If either party desires to modify or change this Agreement, it shall at least one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or 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) DAYS 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.
- 54.4 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 President and 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.
- 54.5 During negotiations, all benefits will remain in effect.

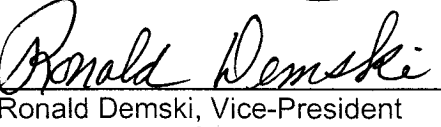
ARTICLE 55 SAVINGS CLAUSE

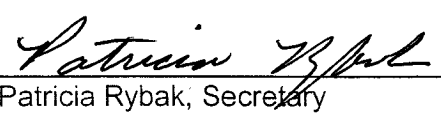
- 55.1 If any Article or Section of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

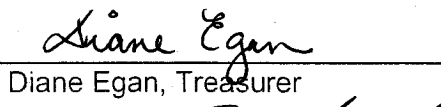
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written:

FOR THE UNION

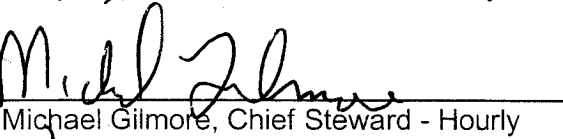

Fred Flaherty, President

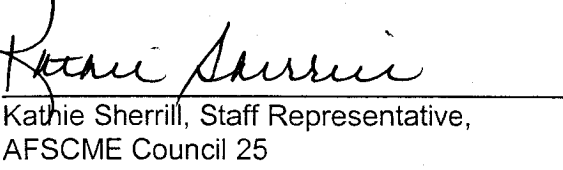

Ronald Demski, Vice-President

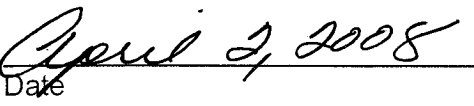

Patricia Rybak, Secretary


Diane Egan, Treasurer


Vicky Shipman, Chief Steward Salary


Michael Gilmore, Chief Steward - Hourly


Kathie Sherrill, Staff Representative,
AFSCME Council 25

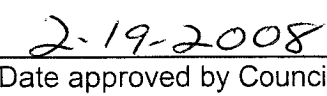

Date

FOR THE CITY


Kenneth R. Podolski, City Manager


Michael Smith, Human Resources Director


Mary A. Kotowski, City Clerk


Date approved by Council

Appendix C

Pay Grade	Classification	<u>2/11/2008</u>	<u>First Pay Ending 7/1/2008</u>	<u>First Pay Ending 7/1/2009</u>
1	Clerk I (Phone Operator)	18.1791	18.7245	19.2862
	Clerk II	18.1791	18.7245	19.2862
	Library Clerk	18.8153	19.3798	19.9612
	Library Clerk I	18.8153	19.3798	19.9612
2	Account Clerk I	18.8543	19.4199	20.0025
	Cashier (entry)	18.8543	19.4199	20.0025
	Clerk III (entry)	18.8543	19.4199	20.0025
	Clerk Steno	18.8543	19.4199	20.0025
	Library Computer Clerk	18.8543	19.4199	20.0025
	Library Aide I - No Shift Diff	18.8543	19.4199	20.0025
	Library Aide I - with Shift	19.514	20.0994	20.7024
3	Laborer I	19.2716	19.8497	20.4452
	Laborer II	19.2716	19.8497	20.4452
	Maint Person I - Arena	19.2716	19.8497	20.4452
4	Account Clerk	19.7625	20.3554	20.9661
	Clerk III (after 2 yrs)	19.7625	20.3554	20.9661
	Clerk Steno (after 2 yrs)	19.7625	20.3554	20.9661
	Senior Clerk	19.7625	20.3554	20.9661
	Cashier (after 2 years)	19.7625	20.3554	20.9661
	Grounds Maintenance I	19.7625	20.3554	20.9661
	Laborer III	19.7625	20.3554	20.9661
	Sign Tech Trainee	19.7625	20.3554	20.9661
	Tree Trimmer I	19.7625	20.3554	20.9661
	Utility Worker	19.7625	20.3554	20.9661
	Water Maint & Install	19.7625	20.3554	20.9661
	Library Aide II - No Shift Diff	19.9218	20.5195	21.1351
	Library Acct. Clerk - No Shift Diff	19.9218	20.5195	21.1351
	Library Aide II - With Shift Diff	20.6193	21.2379	21.8750
	Library Acct. Clerk - With Shift Diff	20.6193	21.2379	21.8750
	Library Computer Clerk	20.6193	21.2379	21.8750

Appendix C

Pay Grade	Classification	<u>2/11/2008</u>	<u>First Pay Ending 7/1/2008</u>	<u>First Pay Ending 7/1/2009</u>
5	Meter Reader	20.0817	20.6842	21.3047
	Water Service Person	20.0817	20.6842	21.3047
6	Payroll Clerk I	20.3517	20.9623	21.2912
	Rehab Tech	20.3517	20.9623	21.2912
	Maint Person II - Arena	20.3517	20.9623	21.2912
	Sign Technician	20.3517	20.9623	21.2912
	Tree Trimmer II	20.3517	20.9623	21.2912
7	Payroll Clerk II	20.6955	21.3164	21.9559
	Senior Clerk II	20.6955	21.3164	21.9559
8	Assessor's Aide I	21.1865	21.8221	22.4768
	Animal Control Officer	21.1865	21.8221	22.4768
	Auto Mechanic	21.1865	21.8221	22.4768
	Auto Mechanic Welder	21.1865	21.8221	22.4768
	Spec. Equip. Op.	21.1865	21.8221	22.4768
9	Construction Inspector	21.702	22.3531	23.0237
	Engineering Aide I	21.702	22.3531	23.0237
	Auto Mechanic Leader	21.702	22.3531	23.0237
	Skilled Trades Trainee	21.702	22.3531	23.0237
	Tree Trimmer III	21.702	22.3531	23.0237
10	Chief Building Clerk	22.7945	23.4783	24.1826
	Engineering Aide II	22.7945	23.4783	24.1826
	Systems Specialist	22.7945	23.4783	24.1826
	Crew Leader - Golf	22.7945	23.4783	24.1826
	Skilled Trades Person	22.7945	23.4783	24.1826

Appendix C

Pay Grade	Classification	<u>2/11/2008</u>	<u>First Pay Ending 7/1/2008</u>	<u>First Pay Ending 7/1/2009</u>
11	Code Enforcement Off. Not Cert	23.3836	24.0851	24.8077
	Rehab Coordinator	23.3836	24.0851	24.8077
	Sr. Construction Inspector	23.3836	24.0851	24.8077
12	Sr. Accountant	24.1447	24.8690	25.6151
	Skilled Trades Leader (Entry)	24.1447	24.8690	25.6151
	Sewer Leader (Entry)	24.1447	24.8690	25.6151
13	Code Enforcement Off. - Cert.	25.8508	26.6263	27.4251
	Skilled Trades Leader (aft. 1 yr.)	25.8508	26.6263	27.4251
	Sewer Leader (after 1 year)	25.8508	26.6263	27.4251
14	Property Appraiser III	27.1459	27.9603	28.7991
15	Electrical Insp/Code Enforcement	28.4409	29.2941	30.1729

Pay ranges in three steps:

- 94% of max. to start
- 97% @ six months
- 100% @ one year

- Employees of one year or more seniority at completion of trial period go to max of pay range.
- Clerical promotion eligibility above 2 must have passed test at level 2.
- Seniority prevails in establishing eligible list of qualified meeting job spec. requirements.
- Within two years of appointment, four state certifications shall be required of any employee in this classification. After two years on the job, the employee's hourly rate shall be frozen until four certifications are obtained. Employees holding these positions on 1/1/89 shall not be affected by this provision.
- Article 31 – other job requirements in civil service job description will also apply.

EFFECTIVE DATE

AMOUNT

Pay Beginning after ratification:	3.0% in addition a five hundred (\$500.00) signing bonus will be paid to all active employees on that payroll.
First pay period July 1, 2008:	3.0%
First pay period July 1, 2009:	3.0%