

6/30/98

AGREEMENT

Between the

CITY OF EASTPOINTE

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Eastpointe, City of

July 1, 1995, through June 30, 1998

Article

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THIS AGREEMENT entered into on this 1st day of July, 1995, between the City of Eastpointe (hereinafter referred to as the Employer) and Teamsters State, County, and Municipal Workers Local 214, located at 2825 Trumbull Avenue, Detroit, Michigan 48216 (hereinafter referred to as the Union).

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

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

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

1. RECOGNITION -- Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all regular, full-time general city Employees 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, Membership includes all regular, full-time Public Works employees, Water Department employees, Parks and Recreation employee, Library employees, clerical employees and Police civilian employees except Police Service Aides; excluding Court Clerks, Probation Officers, Police Service Aides, the Executive Secretary to the City Manager, the Administrative Secretary to the Assistant City Manager, the Administrative Secretary to the Director of Finance, the Administrative Secretary to the Police Chief, all Department Heads, all Supervisors and all other city employees.

2. AID TO OTHER UNIONS

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

3. UNION SECURITY -- Requirements of Union Membership

- a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time and Employees who become members after the signing of this Agreement shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a monthly service fee equivalent to Union dues to the Union on or before the thirtieth (30th) day following the signing of this Agreement.
- c) 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.
- d) An Employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

4. UNION DUES AND INITIATION FEES

- a) Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off Dues form. The City will submit to each Employee a Union membership card and an Authorization for Check-off Dues form to be signed upon employment, transfer or reinstatement into the bargaining unit. The initiation fee and monthly dues, as stipulated by the Union, will automatically be put into effect accordingly.

- b) When deductions begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.
- c) Remittance of dues to financial officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list of whom dues have been deducted as soon as possible after the dues deduction has been made.
- d) Termination of Check-off. An Employee shall cease to be subject to Check-off deductions beginning with the month immediately following 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.
- e) Disputes concerning membership. Any dispute arising as to an Employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.
- f) Indemnification. The Union agrees to indemnify the City for any costs arising from litigation by employees challenging the amount of their dues check-offs or challenging their termination for non-payment of union dues or service fees.

5. UNION REPRESENTATION

It is recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

6. STEWARDS AND ALTERNATE STEWARDS

- a) In each of the areas or work units listed below, employees shall be represented by a Steward for each fifteen (15) or fewer employees on each shift. The Steward shall be a regular employee in the area or work unit he or she represents. The Chief Steward may appoint an Alternate

Steward in the absence of a Steward, with the approval of Local 214. The Chief Steward may attend all grievance meetings along with the Steward.

b) Stewards may represent employees in the following areas or work units:

1. Public Works/Street Maintenance/Sign
2. Mechanics
3. Parks and Recreation
4. Water/Sewerage
5. Police/Probation
6. Library/Fire/Senior Citizens
7. Court
8. Finance/Accounting/Water Billing
9. City Clerk/Assessors/Building

c) At its discretion, the Union may combine any of the above listed Stewardships. The Union shall keep the City Manager informed of who are its Stewards and Alternate Stewards.

7. SPECIAL CONFERENCES

a) Special Conferences will be arranged between the Local Union Chief Steward and/or Business Representative of Local 214 and the Employer. Such meetings shall be between at least the Local Union's Chief Steward and the Business Representative of Local 214 or their designated replacements and at least two (2) representatives of the Employer. Arrangements for such special conference shall be made in advance. Matters taken up in special conferences shall be confined to those previously discussed reasons. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for the time spent in such special conferences. This shall include overtime accrued during an Employer-requested conference. This meeting may also be attended by a representative of the Local Union or legal representative.

b) The Union representative may meet at a place designated by the Employer on the Employer's property up to one-half (1/2) hour preceding a meeting with the representatives of the Employer for which a written or oral request has been made.

8. GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific provision(s) of this Agreement. A grievance may be filed by an employee, a group of employees, or by the Union. Grievances shall be processed in accordance with the following steps:

Step 1. An employee having a grievance has an obligation to notify his/her Department Head of such, and he/she will also notify his/her Steward. Upon the Steward's arrival, the two shall be allowed to confer so that the grievance may be explained to the Steward. If in the Steward's opinion proper cause for the grievance exists, a meeting on such shall take place between a Grievant and/or the Steward on the one hand and the Department Head on the other. The results of the meeting shall be reduced to writing and signed by the Department Head, the Steward and the Grievant or Grievants.

Sufficient time will be allotted during working hours to provide for normal investigation and complete processing of grievances.

In the event that the Union is dissatisfied with the results of the meeting with the Department Head on the grievance, then the Union shall have the right to submit such grievance in writing to the Department Head within fourteen (14) calendar days after the aforementioned meeting. The Department Head shall thereupon have fourteen (14) calendar days to respond to the grievance, in writing, setting forth his/her position on the matter. If the immediate supervisor fails to respond in writing in the allotted time period, then the grievance will be automatically advanced to Step 2.

Step 2. In the event the grievance is not disposed of through Union acceptance of the Department Head's answer, the Union shall have the right to appeal the decision to the City Manager within fourteen (14) calendar days after receipt of the Department Head's written position on the issue.

A meeting on the subject shall then take place within fourteen (14) calendar days after receipt by the City Manager of the Union's appeal notice. This Step 2 meeting shall take place between the Chief Steward and/or Chairperson, Local Union Business Representative, the Union Steward of the Union on the one hand and the City Manager, or Assistant City Manager and any other representative designated by the City Manager on the

other hand. The City Manager or Assistant City Manager shall render a written decision on the dispute to the Union within fourteen (14) calendar days after the occurrence of said meeting.

In the event that the City Manager or the Assistant City Manager does not respond to a grievance within the specified time limit, the Union may move the grievance to arbitration. If the grievance is moved to arbitration, and management has not answered the grievance, then the cost of the arbitrator will be borne solely by the Employer. If the decision of the City Manager is unacceptable to the Grievant, the Grievant must then make a choice as to appeal to the Civil Service Board or to the Federal Mediation and Conciliation Service, but not both.

If the Grievant feels the matter should be appealed to the Civil Service Board, said appeal shall be submitted to the Secretary of the Board. After hearing the grievance, the Board must render their decision within thirty (30) days of the hearing.

If the Grievant chooses to appeal to the Federal Mediation and Conciliation Service, Step 3 will apply.

Step 3. The standard Federal Mediation and Conciliation Service procedure shall prevail. The decision of said Service on the grievance shall be binding on both parties to this Agreement. The Service's fee shall be borne equally by the parties.

- a) Any grievance not appealed by the Union within sixty (60) calendar days of Management's answer will be considered settled on said answer.
- b) The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.
- c) Only those Stewards designated for acting for those employees in their particular work unit shall be recognized by Management as the proper Stewards to speak for an Employee.

- d) Grievances shall be filed within fifteen (15) calendar days of the event, occurrence or knowledge of the facts giving rise to the grievance.
- e) The Grievant and/or Grievants shall have the option of attending all meetings pertaining to their grievance and shall not lose time or pay for attending such meetings during normal working hours.
- f) The arbitrator shall have the authority and jurisdiction to apply the facts surrounding a grievance to the applicable contract language, but in no case shall the arbitrator have the authority or jurisdiction to substitute his/her own interpretation of contract language.
- g) Both parties agree to be bound by the award of the Arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties.
- h) The parties recognize that the City is required to establish a grievance procedure pursuant to the provisions of the Federal Americans with Disabilities Act (ADA). An employee covered by this Agreement may pursue a claim under either the ADA grievance procedure or the grievance procedure provided by this Agreement, but not both.

9. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of regular straight time wages the employee would have earned less any unemployment compensation benefits received by the employee during the period in question.

10. DISCHARGE, SUSPENSION AND DISCIPLINE

- a) Notice of Discharge, Suspension or Discipline. The Employer agrees, upon the discharge, suspension or written reprimand of an employee, to notify the employee and the employee's Steward of such in writing.
- b) The discharged, suspended or disciplined (by written reprimand) employee shall be allowed reasonable time with pay to discuss his/her discharge, suspension, or discipline with the employee's Steward, and the Employer shall make available an area where such may be discussed.

Immediately upon request, the Employer or his/her designated representative shall discuss the discharge, suspension or discipline with the employee and the Steward.

- c) Appeal of Discharge, Suspension or Discipline. Should the discharged, suspended or disciplined employee consider the discharge, suspension or discipline to be improper, a grievance shall be presented in writing through the Steward to the Employer within seven (7) calendar days of the discharge, suspension or discipline.

Said grievance shall bypass the first step of the grievance procedure and will be automatically submitted to the second (2nd) step of the grievance procedure.

- d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than twenty-four (24) months previously except for suspensions of over five (5) days for similar type of offenses which will not be taken into account if they occurred more than thirty-six (36) months previously.
- e) The City will make every reasonable effort to take action in a disciplinary matter within a reasonable period of time after the facts of an incident have been properly investigated.

11. SENIORITY -- Probationary Employees

- a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The probationary period may be extended for an additional six (6) month period by mutual agreement between the City and the Union. When an employee completes the probationary period he/she shall attain seniority status and his/her name shall be entered on the seniority list with his/her seniority dating from the last date of hire. When more than one (1) employee is hired on the same date, seniority will be determined by Civil Service cumulative test scores. If the Civil Service test scores are the same, seniority will be determined by alphabetical sequence according to his/her last name. When more than one (1) employee is hired on the same date and the last names are the same, seniority will be

determined by alphabetical sequence according to first names.

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

During an Employee's probationary period the City shall have the right to discharge, suspend and/or discipline the Employee and such matters shall not be subject to the grievance procedure.

- c) "Total Seniority" shall be an Employee's date of hire on a citywide basis.
- d) "Departmental Seniority" shall be an Employee's date of entry in his/her last assigned department.

12. SENIORITY LISTS

- a) Seniority shall not be affected by the race, sex, creed, age, political affiliation, marital status or dependents of the Employee.
- b) The seniority list on the date of this Agreement will show the names, job titles and dates of hire of all Employees of the unit entitled to seniority, identifying both "Total Seniority" and "Departmental Seniority."

Any Employee who wishes to question his/her listed seniority shall bring the matter to the attention of the City within fifteen (15) days after the posting, upon his/her knowledge of such.

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

13. LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- a) Whenever an Employee is promoted out of the bargaining unit to a full-time position within the City, the Employee shall maintain departmental seniority in that bargaining unit for a period not to exceed six (6) months. If the promoted Employee returns to the bargaining unit, he/she shall continue at that time to further accrue departmental seniority accumulated at time of promotion.
- b) The Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c) The Employee is absent for five (5) consecutive working days without notifying the Employer and without having an acceptable reason for his/her absence. In proper cases, exceptions may be made at the discretion of the City Manager. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d) If the Employee does not return to work when recalled from layoff as set forth in the recall procedure, in proper cases, exceptions may be made at the discretion of the City Manager.
- e) Return from sick leave and leave of absence will be treated as same as (c) above.
- f) The Employee resigns or retires.
- g) The Employee is laid off for three (3) years or the length of his/her seniority, whichever is less.

14. SHIFT PREFERENCE

Shift preference will be granted on the basis of departmental seniority within classification. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made.

15. SENIORITY OF STEWARDS

Notwithstanding their positions on the seniority list, Stewards and Chief Stewards in the event of a layoff of any type shall be continued to work as long as there is an active or needed job in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

16. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to approval of the Employer and the "Membership of the Local Union." They shall be approved or rejected within a period of ten (10) days from the time that the parties sign the supplemental agreement(s).

17. LAYOFF DEFINED

a) A layoff is defined as the involuntary separation of an employee or employees from the classified service of the City resulting from a reduction in the workforce. Temporary and seasonal employees who are performing work in the classification and department to be affected by the workforce reduction shall be laid off first, then probationary employees in the affected classification and department, and then seniority employees. If it becomes necessary to lay off seniority employees, those in the affected department with the least total seniority, as defined in Article 11 (c), will be laid off first. Employees may have the option to exercise their seniority to bump or accept the layoff.

A reduction in force is defined as the reduction of the number of employees in a classification in a department.

Employees affected by a reduction in force may exercise their total seniority and bump employees within their classification citywide, if any, and if there are no less senior employees in that classification, they may bump into another classification within the bargaining unit that is of equal or lower pay rate, provided the bumping employee possesses the skill, ability and qualifications to perform the work required for the position to which he/she is bumping without further training.

Any seniority employee to be laid off shall have the option of bumping any part-time employee citywide, if the seniority employee possesses the skill, ability and qualifications to perform the work required for the position to which he/she is bumping without further training. Any seniority employee who is qualified may bump a combination of part-time positions, if there is no overlap in the work schedules of such positions, and if the resulting work hours are thirty-five (35) hours per week or more, up to forty (40) hours, then that senior employee shall be considered to be a full-time employee and a member of the bargaining unit.

- b) Employees laid off shall be placed on a recall list for a period of three (3) years or the length of their seniority at the time of the layoff, whichever is less. The City shall not hire any new regular, full-time employees into classifications from which bargaining unit members have been laid off as long as such persons remain on the recall list. If a laid off employee is qualified for a position for which the City is hiring, the laid off employee shall be given preference for such hiring.
- c) Employees to be laid off for an indefinite period of time will have at least fifteen (15) working days' notice of layoff; notice will also be given to the Union. The City will meet with the Union, if requested, prior to the layoff date.

18. RECALL PROCEDURE

- a) When a working force is increased after a layoff, an Employee who exercised his/her seniority to bump into another department when the reduction in the work force took place will first be given the opportunity to return, according to his/her total seniority, to the position he/she held prior to the reduction of the work force provided the former position is one of the positions to be filled by recall. Employees who were laid off will then be recalled according to total seniority.
- b) Notice of recall shall be sent to the Employee at his/her known address by certified mail. If an Employee fails to report for work within fifteen (15) calendar days from date of delivery or attempted delivery of notice of recall, he/she shall be considered as "quit". A copy of each notice of recall will be given to the Union.

19. TRANSFER OF EMPLOYEES

- a) If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated total seniority while working in the position from which he/she was transferred. An employee transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, except, if transferred for a period of over six (6) months, he/she shall lose departmental seniority.
- b) The Employer agrees that in any movement of work not covered by this Agreement, the Employer agrees that he/she will meet to discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- c) In the event work is moved from one department to another, the employee shall retain total seniority in that department.

20. VACANCIES

- a) A vacancy occurs within the bargaining unit when there is an unfilled position that the City desires to fill.
- b) Vacancies within the bargaining unit will be posted for a period of five (5) working days. The posted notice shall set forth the minimum requirements for the position. Employees interested in such positions shall apply in writing during the posting period. The City may fill the vacancy with any employee during the posting period.
- c) All assignments within a department shall be made at the sole discretion of the Department Head. Assignments involving transfers between departments shall be made at the sole discretion of the City Manager.
- d) All promotions to positions within the bargaining unit shall be made in accordance with the Personnel Rules and Regulations of the City, as amended from time to time by the Civil Service Board; provided, however, that a

candidate for promotion shall achieve a score of seventy (70) or greater on the written portion of the exam if any, in order to be eligible to proceed on to the oral portion of the exam.

- e) If a bargaining unit member applies for a vacancy, such employee will be given preference over a candidate from outside the bargaining unit when they are equally well qualified.
- f) An employee who is promoted shall be granted a six (6) month trial period to determine his/her ability to perform the job. During this period the employee will receive the rate of the job being performed.

During the trial period the employee may submit a request to the City Manager to be returned to his/her former classification. The City Manager has sole discretion to approve or deny the request. If the employee is unsatisfactory in the new position, the City may elect to return him/her to his/her former classification. In this case, notice and reasons for return shall be submitted to the Union, in writing, by the Employer, with a copy to the employee.

- g) An employee who is assigned to a different task, either within the department or outside of his/her department, will not be demoted in rate of pay.

21. TRAINING

- a) Whenever schedule and work loads permit, employees will be given the opportunity to learn the operation of various equipment within their department.
- b) Training shall be performed by those qualified employees or qualified supervisors, and when training is available it shall be granted in accordance with seniority.
- c) If a trainee is assigned to perform a particular assignment alone, he/she shall receive the rate of pay for the particular job classification he/she is performing.
- d) It shall be the judgment and decision of the Department Head for determination on when, where, for whom and by whom training shall be performed.

- e) The two employees who had been designated, as of August 18, 1993, as alternates for the classifications of meter reader and heavy equipment operator will be offered the next promotional opportunities in those classifications.

22. VETERANS

- a) Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States for a period not to exceed five (5) years shall be offered reemployment in his/her previous position or a position of like seniority, status and pay unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred and twenty (120) days of the date of such discharge or one hundred and twenty (120) days after hospitalization continuing after discharge.
- b) A probationary Employee who enters the Armed Forces and meets the foregoing requirements 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 six (6) months.

23. VETERANS LAW

Except as hereinbefore provided, the reemployment right of Employees and probationary Employees will be limited by applicable laws and regulations.

24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS (WITHOUT PAY)

- a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.
- b) Employees who are in some branch of the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay with the

City when they are on full-time active duty in the Reserves or National Guard provided proof of service and pay is submitted. This benefit is limited to a maximum of ten (10) working days per year which, for this purpose, is defined as the period from October 1 through September 30.

25. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay for reasonable periods not to exceed one (1) year shall be granted an Employee at the discretion of the City Manager. During such leave of absence the Employee shall not lose his/her accumulated seniority; however, seniority shall not accrue while he/she is on leave of absence.

Leave of absence shall be granted for the following:

1. Serving in an elective or appointed public office (state law will prevail)
2. Election or appointment to a Union office
3. Medical leave (physical or mental)
4. Prolonged illness in immediate family
5. Education -- must be job related and beneficial to the Employer

Such leave may be extended for like cause upon approval of the City.

26. LEAVE FOR UNION BUSINESS

Members of the Union elected to attend a function of the Union such as conventions or educational conferences shall be allowed reasonable time off without loss of time or pay to attend such conferences and/or conventions limited to one (1) person, three-(3-) day annual maximum, non-accumulative. (City will provide a letter of agreement, recognizing the current bank of 48 days to be used at Union discretion subject to approval of City Manager.)

27. SICK LEAVE, FUNERAL LEAVE AND PERSONAL BUSINESS DAYS

- a) Sick leave with pay shall be granted to employees who have been in the employ of the City for six (6) months or more, at the rate of one (1) work day for each full month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual

sickness or disability of the employee or because of illness to a family member of the employee's household. Sick leave may also be used in the event of a dental emergency of the employee.

- b) An employee shall be allowed four (4) continuous days for funeral leave (not chargeable to sick leave) for a death in the immediate family. Either the last day or the second to the last day of the funeral leave must be the day of the funeral.

Immediate family is to be defined as follows:

Mother, father, sister, brother, wife, husband, son, daughter, current mother-in-law, current father-in-law, stepmother, stepfather, grandchildren and grandparents.

Brother-in-law, sister-in-law and spouse's grandparents: one (1) day funeral leave, not chargeable, provided such is day of the funeral.

No more than two (2) employees from the same department shall be allowed one (1) sick day to attend the funeral of a deceased fellow employee and up to four (4) additional employees may use sick leave when requested to be pallbearers for a deceased fellow employee. If a death occurs under these provisions while an employee is on vacation, upon notice his/her status will be changed from vacation to funeral leave.

- c) Four (4) personal business days each fiscal year, not charged to sick leave, shall be allowed each employee and two (2) additional personal business days each fiscal year, chargeable to sick leave, shall be allowed each employee. All personal business days off shall be subject to twenty-four (24) hour advance approval by the Department Head. These days may be used during the fiscal year and shall be non-accumulative.
- d) To receive compensation while absent on sick leave or funeral leave, the employee shall notify his immediate supervisor prior to or within one-half (1/2) hour after the time scheduled for beginning shift. When an employee's sick leave absence is for three (3) continuous work days, the employee must file a physician's certificate to verify the sickness or injury that prevented the employee from working. The Department Head,

or his designee, may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file physician's certificates under this policy will not be paid for the sick leave absences involved.

- e) Unused sick leave may be accumulated to a total of not more than two hundred forty (240) working days.
- f) A request form for sick leave, funeral leave or personal business days must be filled out immediately upon the employee's return to work.
- g) Sick leave terminal pay shall be paid on the basis of "years of service" times two and one-half (2.5) percent times number of accrued sick days at date of retirement or death. Employees hired after July 1, 1982, will be ineligible for benefits under this section.
- h) Sick leave and personal business days shall be charged in not less than one-half (1/2) day increments.
- i) Employee shall be eligible for two (2) bonus days for the non-use of sick leave in the twelve- (12-) month period July 1 to June 30. Said bonus days are to be non-accumulative.

28. LONGEVITY PAY

- a) Longevity pay shall be paid to all employees according to the following schedule based on the years of service as an employee. The maximum dollar amount for longevity shall be one-thousand six-hundred dollars (\$1,600).

Effective with the longevity payment of November, 1993, the maximum dollar amount shall be \$1,650.

5 to 9 years	--	2%
10 to 14 years	--	4%
15 to 19 years	--	6%
20 to 24 years	--	8%
25 years & over	-	10%

- b) The above longevity pay will be paid only once a year, approximately November 1 of each year, and will be paid on

the base pay earned of the employee. The longevity pay will be issued on a separate check.

- c) In case of death or retirement of the employee, longevity payments shall be made on a pro rata basis according to the following schedule:

December 1 to December 31	1/12 proration
January 1 to January 31	2/12 proration
February 1 to February 28 (29)	3/12 proration
March 1 to March 31	4/12 proration
April 1 to April 30	5/12 proration
May 1 to May 31	6/12 proration
June 1 to June 30	7/12 proration
July 1 to July 31	8/12 proration
August 1 to August 31	9/12 proration
September 1 to September 30	10/12 proration
October 1 to October 31	11/12 proration
November 1 to November 30	12/12 proration

In order to receive credit for any month, the employee must work ten (10) days within said month. In order to receive credit for a full year, the employee must earn credit for ten (10) months within said year.

29. WORKING HOURS

- a) Employees who work on the second or third shift shall receive in addition to their regular pay for the pay period fifteen cents (\$.15) per hour and twenty cents (\$.20) per hour, respectively, additional compensation. Library Employees will continue to be compensated for working the late shift as per past established policy.
- b) Employees shall have a fifteen (15) minute "coffee break" in the a.m. and a fifteen (15) minute "coffee break" in the p.m., or the first half and the second half of their regular shift, whichever may apply.
- c) Employees shall have a ten (10) minute wash up time, excluding clericals, before lunch and quitting time.
- d) The normal first shift hours in the Public Works Department and Parks and Recreation Department (excluding clerical and project employees) will be 7:00 a.m. to 3:30 p.m.; however, management retains the prerogative to change same, subject to posting a five- (5-) day advance

notice, except when an emergency is declared by the City Manager. Water Department hours will be 8:00 a.m. to 4:30 p.m.

- e) Any temporary (ninety [90] calendar days or less) second or third shift starting time shall be posted five (5) days in advance, except when an emergency is declared by the Department Head.
- f) Any permanent (more than ninety [90] calendar days) second or third shift shall be negotiated with the Union prior to implementation in accordance with Article 7 - Special Conferences.
- g) Normal work hours for all employees, except clerical employees, shall be eight (8) hours per day, forty (40) hours per week.

The normal work hours for Clerical Employees shall be seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week, Monday through Friday. Overtime worked in excess of seven and one-half (7 1/2) hours on any one day, or on Saturday, shall be paid at one and one-half (1 1/2) times the regular hourly rate, except that an Employee shall be paid double time for working on Sundays and/or holidays. The hourly rate of an Employee shall be determined by dividing the base salary by thirty-seven and one-half (37 1/2) hours.

Effective the start of the first payroll period after November 23, 1987, all personnel working in the classifications of Animal Control Officer, Water Meter Repair, Assistant Water Meter Repair, Water Meter Reader and all Custodians will be scheduled to work forty (40) hours per week.

30. OVERTIME

- a) Time and one-half of an employee's normal hourly rate will be paid all employees in the bargaining unit. This rate will be based according to the shift on which the overtime occurred.

- 1. All hours worked over eight (8) in one (1) service day, except on Sundays and Holidays;

2. All hours worked over forty (40) in one (1) service week, except if such time is worked on a Sunday or Holiday;
 3. All hours worked on a Saturday.
- b) Double time of hourly rate will be paid for bargaining unit employees as follows:
1. All hours worked on Sunday only;
 2. All hours worked on the Holidays only, as designated in Article 31.
- c) All employees' overtime within each department shall be kept as equal as possible for each individual pay period plus a grand total. If two (2) or more employees have the same credited amount of overtime hours, the employee with the highest seniority will be given preference. These are to be posted on the bulletin board at the end of each pay period. If the City is not able to equalize the overtime within the pay period, then the equalization shall take place in the next pay period. Employees not available for overtime shall be charged equal time for same, with the exception of employees on sick time or vacation, either the day the overtime exists or the following work day. If there are not sufficient qualified volunteers within the department, then the City will offer the overtime assignment to available qualified employees within the City, from the list generated from qualified volunteers from other departments. If there are insufficient qualified volunteers in a given instance, the City may assign the overtime to the qualified, available departmental employees in reverse order of seniority.
- Each quarter, the interested, qualified employees will contact the Steward in the department that the employee is wanting to participate in the overtime work. The Steward will provide the list to the Department Head.
- d) Meal tickets for five dollar (\$5.00) limit shall be authorized after eight (8) continuous hours of overtime actually worked prior to or immediately following the employee's regularly scheduled work shift.

31. HOLIDAYS

- a) The recognized paid holidays shall be:

New Year's Day, Presidents Day*, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day*, the day before Christmas Day, Christmas Day, the day before New Year's Day, the Employee's birthday, and the Employee's anniversary date of hire.

* Consolidate Washington's and Lincoln's Birthday into Presidents Day. Add the day after Thanksgiving.

Other holidays determined by the Mayor and Council shall be construed as legal holidays and compensated as such.

- b) When one (1) of the above-enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one (1) of said holidays falls on Saturday, then Friday shall be deemed the holiday.
- c) If an Employee is required to work on any of the above-enumerated holidays, he/she will receive his/her holiday pay plus double time for all hours worked.
- d) In order for an Employee to be compensated for a recognized holiday, he/she must work the last scheduled work day before and the next scheduled work day after the holiday and he/she must be on the City's active payroll. The only exception to this restriction is when the Employee receives prior approval from management or presents a doctor's excuse.

32. VACATIONS

- a) Vacations shall be earned and credited according to the following schedule:

DAYS PER PAY PERIOD

	<u>EMPLOYEES HIRED BEFORE 7/2/87</u>	<u>EMPLOYEES HIRED AFTER 7/2/87</u>
1 year or less	.385 (10 days)	.385 (10 days)
After 1 year	.385 (10 days)	.385 (10 days)
After 3 years	.577 (15 days)	.385 (10 days)
After 4 years	.769 (20 days)	.385 (10 days)
After 5 years	.769 (20 days)	.577 (15 days)
After 10 years	.962 (25 days)	.769 (20 days)
After 15 years	.962 (25 days)	.962 (25 days)
After 20 years	1.154 (30 days)	.962 (25 days)

Vacation may be taken after it is earned and credited to the employee.

Vacation leave may be accumulated up to ten (10) days with the consent of the City Manager. The time at which employees shall take all or any part of their vacation shall be determined by his/her supervisor, with due regard for the wishes of the employee and particular regard for the needs of the service. Vacation leave shall be charged against employees in not less than one-half (1/2) day units.

This provision will not result in any employee's loss of earned vacation time.

- b) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues throughout the year, he/she will be awarded payment in lieu of vacation.
- c) Pay for one (1) week of vacation per fiscal year is optional after employee qualifies for third (3rd) week of vacation.
- d) Vacations will be granted at such times during the year as are suitable, considering the wishes of employees on seniority basis, subject to the provisions of subsection (a).
- e) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- f) During the last two (2) years of employment the employee may accumulate twenty-five (25) days toward retirement payoff.

33. PAY ADVANCE

- a) An Employee leaving on vacation may receive his/her paycheck after 12:00 noon on the Friday following the close of the pay period on Wednesday, providing the Finance Department can make the check available.

- b) Any such early paycheck requests shall be approved and submitted by the Department Head in writing on the Thursday following the end of the pay period to the Finance Department.

34. UNION BULLETIN BOARDS

The Employer shall provide bulletin boards or adequate space on bulletin boards in each building which may be used by the Union for posting notices. Notices posted shall be of general Union interest and/or business and shall not be of a nature as strike notices, political announcements or endorsements, etc.

35. RATES FOR NEW JOBS

When a new job is placed in a department and such job cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishment of a classification and rate structure. If requested by the Union, the parties will meet to discuss the matter prior to implementation. After notice and implementation by the City, the Union, in the event the Union does not agree with the description and rate structure, shall notify the City of its desire to negotiate within thirty (30) days after the initial notice by the City.

36. TEMPORARY ASSIGNMENTS

- a) Whenever employees are assigned to perform work in a higher paid classification for two (2) hours or more, they shall receive the rate of pay of the higher paid classification from the first hour so worked. The most senior, qualified, available employee in the department shall be the employee ordinarily selected for such out-of-classification assignment. Employees assigned to work in lower classifications shall suffer no loss of pay.
- b) Supervision shall not perform the jobs of members of the bargaining unit except for training purposes, emergencies, or when qualified bargaining unit employees are not available.
- c) Part-time employees shall not operate heavy equipment that is normally operated by bargaining unit members except when regular equipment operators are not available.

37. JURY DUTY

Any Employee on the City's active payroll called to jury duty shall be paid the difference between his/her regular wage and jury duty payments (excluding mileage allowance) and all such jury duty time shall not be charged to the Employee's sick leave or vacation time. The Employer shall not deny the right of jury duty to any Employee.

38. SAFETY COMMITTEE

A Safety Committee of Employees and the Employer representatives is hereby established. This Committee shall include three (3) members of the Local Union and shall meet as needed during regular daytime working hours for the purpose of making corrections and enforcing them.

39. INSURANCE

a) The City shall pay the full premium for a \$30,000 death benefit for all members of the bargaining unit, plus double indemnity for non-service connected accidental death. Upon retirement, the retiree has the option to continue a \$5,000 death benefit at his/her expense to be deducted from the retiree's monthly pension check.

b) Hospitalization. The City shall pay full premium for Blue Cross "Dimension III" health coverage, Blue Care Network health coverage or Health Alliance Plan health coverage, at the option of the employee. The Blue Cross/Blue Shield Preferred Medical Plan (PPO) shall be offered as an option; employees selecting this option shall pay the difference between the premiums for this option and the premiums for the Blue Cross "Dimension III" Plan. The City will continue to investigate hospitalization plan alternatives.

The prescription drug riders included in the above plans shall have a five dollar (\$5.00) co-pay.

The City shall pay the sum of fifty dollars (\$50) per month, paid annually, to any employee who rejects said medical insurance in lieu of medical insurance provided to a spouse.

c) The City shall pay sick and accident benefits for illness or injury incurred off the job in the amount of two

hundred forty dollars (\$240) per week for a maximum of twenty-six (26) weeks after utilization of all accumulated sick leave, provided the employee is hospitalized as an in-patient or out-patient for any length of time. When the illness or injury is not serious enough to warrant in-patient or out-patient hospital care, the above payments will apply except that the employee shall receive no payments for the first five (5) workdays after utilization of accumulated sick leave (maximum of twenty-five (25) weeks payment). Sick time and vacation time will not be earned while the employee is off on such sick and accident benefits.

- d) Optical. The City shall pay full premium for optical insurance for all employees including family. This optical insurance shall be Co-Op Optical Plan B.
- e) Dental Insurance. The City shall provide the Delta Dental Plan which pays 100% of treatment costs for Class I benefits (diagnostic, preventive and emergency palliative) and 50% of treatment costs for the balance of Class I benefits, pays 50% of treatment costs for Class II benefits; both class benefits have an eight hundred dollar (\$800) per person per year maximum. Also to be provided is Class III (orthodontic) benefits, which plan pays for 50% of treatment costs with a five hundred dollar (\$500) lifetime maximum per person.

40. WORKERS COMPENSATION

- a) Each Employee shall be covered by the applicable Workers Compensation Laws. The Employer further agrees that an Employee being eligible for Workers Compensation income will receive in addition to his/her Workers Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workers Compensation and 80% of gross pay based on the number of hours in the Employee's normal work week, without loss to sick days. Payments under this section shall never result in an individual receiving less than normal base net pay.
- b) The foregoing supplementary income to Workers Compensation shall be paid for a period not to exceed one hundred twenty (120) workdays (24 weeks), and an extension of an additional maximum of one hundred twenty (120) workdays (24 weeks) may be granted by the City Council.

- c) Workers Compensation Statute MCLA 418.161 (1) (a) will prevail for any Employee who is eligible for a disability pension; i.e., the language dealing with like benefits in Article MCLA 418.161 (1) (a) will apply to members of Local #214.
- d) The City may require that Employees authorize their doctors to provide specific and detailed medical data concerning their injury/illness for which payment is requested under this article directly to the City. As requested in writing by the City Manager or his designee, periodic, specific and detailed updates may be provided by the attending doctor concerning such injury/illness.
- e) The City retains the right to require that the Employee who is receiving payments under this article submit to an examination from a doctor or specialist appointed by the City provided that the cost is borne by the City. Such examination shall relate to the injury/illness for which payment is requested under this Article. If the City's physician disagrees with the opinion of the Employee's physician, both doctors will agree on a third doctor whose opinion will decide the dispute.
- f) To be eligible for payments under this Article, the Employee with an attending physician's certificate returning him/her to light duty must accept and perform the limited duty assignment directed by the Department Head and must report for limited duty on the normal work schedule.

41. CALL OUT TIME

- a) A call-out is defined as a call in of an Employee for duty after he/she has reported off duty and before his/her next regularly scheduled tour of duty.
- b) When an Employee is called out for duty, as defined in (a), he/she shall be paid a minimum of three (3) hours at time and one-half (1 1/2). When an Employee is called out for duty as defined in (a) on a Sunday or Holiday, he/she shall be paid a minimum of four (4) hours at double time. The Employee shall perform all duties assigned by management during the call out period. Call-out pay is also subject to the provisions of Article 36 (a).

42. CLOTHING ALLOWANCE

- a) Six (6) sets of uniforms (three summer and three winter uniforms) will be provided to all employees who are required to wear uniforms except mechanics who will receive ten (10) sets of uniforms, for the term of this Agreement. Uniforms are to be supplied biannually beginning in August, 1996.
- b) When requested by an employee for the necessary performance of his duties, the City shall furnish gloves. Heavy duty gloves shall be provided in the winter season. A replacement pair for damaged issue shall be made upon return of damaged issue.
- c) The City shall furnish one (1) pair of safety shoes annually, not to exceed one hundred dollars (\$100) per pair; and one (1) jacket, with City of Eastpointe name, bi-annually not to exceed seventy-five dollars (\$75). It is understood that each employee who is required shall wear safety shoes while in the employ of the City unless he/she provides a doctor's excuse which prohibits the wearing of safety shoes, in which case said employee shall sign a waiver of City liability.
- d) All clerical employees shall receive sixty-five dollars (\$65) per year for clothing allowance.
- e) The City will furnish rain gear to those members of the bargaining unit where such gear is necessary for performance of their duties. Replacement of the rain gear will be determined by mutual agreement of the Union's Safety Committee and Management.

43. NO STRIKE CLAUSE

The parties hereto recognize that it is essential for the health, safety, and public welfare to the City that services to the public be without interruption. Any strike of the Employees entered into or called for by the Union shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder. The Union further agrees that it and all of the bargaining unit members shall not engage in any strikes, stoppages of work or any acts which may interfere in any manner or to any degree with the continuity of the service.

44. MANAGEMENT RIGHTS

- a) The Union recognizes that the City of Eastpointe retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of services to maintain order and efficiency in its departments and divisions, to hire, layoff, assign, transfer and promote employees and to determine the starting and quitting time and the number of hours to be worked subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and only to the extent such provisions are in conformance with the Constitution and laws of the United States and the State of Michigan.
- b) The City has the right to determine hours of work, work schedules including starting and quitting times, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.
- c) The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- d) The City has the right to hire, select and direct the workforce and to assign, promote and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. The City has the right to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.
- e) The City shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.
- f) The City has the right to contract out any work it deems necessary or desirable according to the dictates of good management and business practice and/or is in the best interest of the citizens served.

No employees, who are members of the bargaining unit as of the date of execution of this Agreement in 1995, will be laid off nor will they suffer a reduction in their rate of pay (although an employee's pay may be "red-circled"), as a result of the City contracting out any work during the life of this Agreement. For this purpose, layoff is defined as the involuntary separation of an employee or employees from the classified service of the City of Eastpointe, except for disciplinary reasons.

45. UNION RIGHTS

- a) The parties agree that there shall be no discrimination against any Employee by reason of race, creed, color, age, sex, national origin, or political affiliation.
- b) The City agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- c) The City agrees that its enforcement of discipline will be fair and for just cause.

46. CONTINUOUS OVERTIME FOR HOURLY EMPLOYEES

- a) For the first eight (8) hours worked in excess of an Employee's normal workday within a continuous twenty-four (24) hour period, beginning with the starting time of the Employee's shift, such Employee shall be compensated at one and one-half (1 1/2) times his/her normal straight time rate.
- b) An Employee will be compensated two (2) times the normal straight time rate for all hours of work in excess of sixteen (16) hours in a twenty-four (24) hour period. The twenty-four (24) hour period shall be computed from the beginning of the starting time of the Employee's shift.
- c) Any Employee who works in excess of sixteen (16) hours within a continuous twenty-four (24) hour period commencing with the starting time of the Employee's shift will whenever possible be released for an eight (8) hour period before he/she is required to report to work for his/her next normal workday. If however the City is unable to release such Employee, he/she shall continue to receive two (2) times the normal straight time rate for

all hours worked in excess of sixteen (16) hours until he/she is released from work for eight (8) hours.

If all or any part of such eight (8) hour period coincides with the Employee's next normal workday, he/she shall suffer no loss of his/her straight time pay ordinarily earned during such period. If in the judgement of the City the Employee cannot be gainfully employed during the portion of his/her normal workday remaining after the expiration of such eight (8) hour period, such Employee may be excused from work for the remainder of his/her normal shift without loss of straight time pay.

- d) Any Employee sent home for eight (8) hours rest under (c) above will not lose his/her turn on the overtime list.

47. MISCELLANEOUS PROVISIONS

- a) Residency. All members of the bargaining unit shall reside in the United States within twelve (12) statute miles of the corporate limits of the City of Eastpointe. Members of the bargaining unit whose place of residence is beyond this twelve-mile limit as of August 18, 1993 may continue to reside at such place of residence. Any employee who is not in compliance with this residency requirement shall be discharged from employment with the City of Eastpointe.
- b) The City may require that Employees submit to physical and mental tests and examinations by a doctor selected by the City when such tests and examinations are considered to be of value to the City in maintaining a capable work force, Employee's health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.
- c) Any licenses or certificates which are job related shall be provided for by the City, but must have prior approval of the City Manager. For driver's licenses, the maximum amount of reimbursement will be the difference between the fee for the required driver's license and the fee for a normal operator's license.

The City shall reimburse employees for tuition and books for any classes attended by the employee, provided said classes are job related and beneficial to the interests of the Employer. The City Manager shall have sole discretion

as to the job relatedness of any such class and the benefit to the interests of the Employer. Reimbursement under this section shall not be made until the employee submits proof of passing said class ("C" or better) and shall not be made until the employee signs an agreement which promises that the employee shall repay said reimbursement to the City if the employee leaves the employ of the City of Eastpointe within two (2) years of the completion of said class.

Such repayment will not be owed by an employee who terminates his or her employment because of layoff, medical illness, involuntary military service, death or disability retirement.

- d) Only one person who operates a piece of heavy equipment will be paid the heavy equipment rate unless both are normally and regularly classified as heavy equipment operators. Employees who merely assist in the operation of heavy equipment will be paid their normal rate. Heavy equipment is defined as: backhoe, breaker, vacall and sewer jet.
- e) There will be established a committee consisting of the Union Chief Steward, or designee, and the City Manger, or designee, to meet at intervals of appropriately sixty (60) days to solve contract problems or explore matters of mutual benefit. This will serve to better relations between the parties.
- f) The parties recognize that it is desirable to have accurate job descriptions for each classification covered by this Agreement. It is further recognized that the job descriptions may not be accurate or complete at all times. The City will provide, upon written request from the Union, copies of the job descriptions that are in existence at the execution of the contract. Thereafter, if a new, revised, or reissued job description is created by the City, a copy will be provided to the Union. In the event that a change in a job is substantive, then the Union may request to negotiate the impact of the change in the job.
- g) The parties agree that this Agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the City for the life of this Agreement, unqualifiedly

waive the right to further collective bargaining with respect to any subject, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The parties may, by written mutual agreement, amend, modify, or add to this Agreement.

- h) Definitions of various terms used in this Agreement shall be in accordance with the rules, as amended from time to time, of the Civil Service Board except as otherwise provided in this Agreement.

48. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1998.

- a) If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- b) If either party desires to modify or change this Agreement, it shall give written notice of amendment sixty (60) days prior to the termination date or any subsequent termination date, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments which may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
- c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Teamsters Local 214 President, and if to the Employer, addressed to the City Manager, or to any such address as the Union or the Employer may make available to each other.

d) Should any part hereof or any provision contained be rendered or declared invalid by reason of existing or subsequent enacted legislation or by any decree of a Court of competent jurisdiction, such part or portion of this Agreement which becomes invalidated as aforesaid shall be subject to immediate negotiation; however, the remainder of the contract shall remain in full force and effect.

49. EFFECTIVE DATE

This three- (3-) year Agreement shall become effective July 1, 1995, and shall remain in full force and effect until June 30, 1998.

50. SALARY AND WAGES

The hourly wages for the respective Local 214 classifications shall be as follows:

<u>Classification</u>	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
Account Clerk	\$13.80	\$14.21	\$14.64
Payroll Clerk	14.07	14.49	14.93
Clerk IV	13.29	13.69	14.10
Clerk III	12.92	13.31	13.71
Clerk II	12.48	12.85	13.24
Clerk I	11.98	12.34	12.71
Library Assistant	13.40	13.80	14.21
Library Aid IV	13.29	13.69	14.10
Library Aid III	12.92	13.31	13.71
Library Aid II	12.48	12.85	13.24
Library Aid I	11.98	12.34	12.71
Water Meter Repair	15.35	15.81	16.29
Assistant Meter Repair	15.04	15.49	15.96
Water Meter Reader	14.73	15.17	15.63
Building Custodian/Housing	15.64	16.11	16.59
Building Custodian/Afternoons	15.00	15.45	15.91
Building Custodian/Days	14.73	15.17	15.63
Chief Mechanic	16.31	16.80	17.30
Diesel Mechanic	16.20	16.69	17.19
Mechanic	16.13	16.61	17.11
Heavy Equipment Operator	14.66	15.10	15.55
Street Maintenance	14.19	14.62	15.06
Sign Maintenance/Street Painting	14.80	15.24	15.70
Crew Leader	15.52	15.99	16.47
Water/Sewer Maintenance	14.27	14.70	15.14
Maintenance III/Tree Inspector	15.12	15.57	16.04
Maintenance II	14.19	14.62	15.06
Senior Crew Leader	16.31	16.80	17.30
Inspector/Crew Leader	15.96	16.44	16.93

- a) All Mechanics and Chief Mechanic shall receive an additional four cents (\$0.04) per hour for each mechanics state certification held over eight (8). Additionally, persons employed as Mechanics or as Chief Mechanic, who held such titles prior to July 1, 1989, will receive an additional two cents (\$0.02) per hour for each mechanics state certificate they hold up to and including eight (8).

To be eligible for promotion to the position of Chief Mechanic, an applicant must be a state certified master mechanic in the appropriate field (e.g., auto, truck).

- b) Effective July 1, 1984, the City will contribute one hundred percent (100%) to employee's pension program.
- c) An employee serving his/her six (6) month probationary period will receive thirty cents (\$0.30) per hour below the rate of pay for the job he/she is performing for the first six (6) months. At the end of six (6) months, the employee will receive a fifteen cent (\$0.15) per hour increase. At the end of one (1) year, the employee will receive an additional fifteen cent (\$0.15) per hour increase, thereby reaching his/her top hourly rate for his/her particular classification. Probationary employees are trainees for thirty (30) days, but pay is as stipulated in (c).
- d) Clerical personnel begin as Clerk I; at the end of two (2) years, a Clerk I becomes a Clerk II. At the end of the clerical employee's third (3rd) year, the employee becomes a Clerk III. At the end of the clerical employee's fifth (5th) year, the employee becomes a Clerk IV. The same procedure shall prevail for the Library Aide I, Library Aide II, Library Aide III and Library Aide IV.
- e) Employees in the Water/Sewerage Department shall be paid the following premiums for holding "S" licenses as follows:

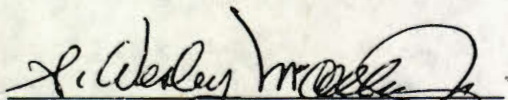
S-1 \$0.09 per hour
S-2 \$0.06 per hour
S-3 \$0.03 per hour

Each employee may receive only one (1) of the above premiums.

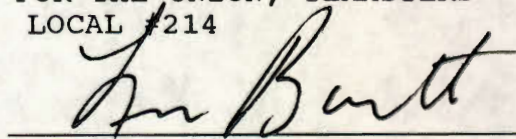
- f) Up to two (2) clerical employees in the Court Department shall be paid an additional three cents (\$0.03) per hour if they are state-certified, Certified Electronic Operators.

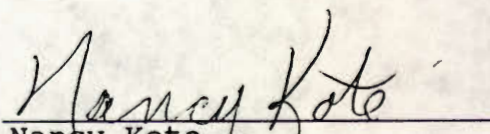
IN WITNESS THEREOF, the parties have thereunto set their hands and seals this 27th day of June, 1995.

FOR THE CITY OF EASTPOINTE


S. Wesley McAllister, Jr.
City Manager

FOR THE UNION, TEAMSTERS
LOCAL #214


Les Barrett
Business Representative


Nancy Kote
Chief Steward

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED by and between the City of Eastpointe (hereinafter referred to as the "City") and Teamsters State, County, and Municipal Workers Local 214 (hereinafter referred to as the "Union"), as follows:

Article 39. Insurance, Paragraph (d) Optical, of the Agreement between the City of Eastpointe and Teamsters State, County and Municipal Workers Local 214, effective July 1, 1995 through June 30, 1998, currently reads:

The City shall pay full premium for optical insurance for all employees including family. This optical insurance shall be Co-Op Optical Plan B.

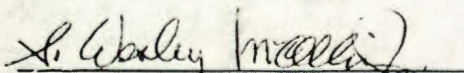
Will be changed to read:

The City shall pay full premium for optical insurance for all employees including family. This optical insurance shall be Co-Op Optical Plan B *or Normandy Optical Plan B.* (Emphasis Supplied)

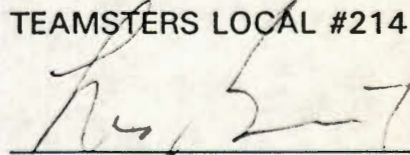
It is further understood that there will be no change in the level of benefits currently offered by Co-Op Optical. Co-Op Optical and Normandy Optical are offering identical benefits under identical plans. Services through Normandy Optical will become effective November 1, 1995. However, first day of use through Normandy Optical for each employee and family member is two (2) years from the last date of service rendered by Co-Op Optical for each family member under current coverage. Henceforth, the first day of use through either optical company will be two (2) years from the last day of service rendered by either company.

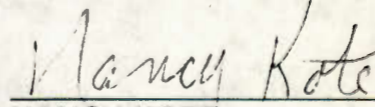
Signed this 12th day of October, 1995

CITY OF EASTPOINTE


S. WESLEY McALLISTER, JR.
City Manager

TEAMSTERS LOCAL #214


LES BARRETT
Business Representative


NANCY KOTE
Chief Steward