

Dearborn Heights

A G R E E M E N TBETWEENTHE CITY OF DEARBORN HEIGHTSAND

THE DEARBORN HEIGHTS CHAPTER OF LOCAL 290,
 AFFILIATED WITH COUNCIL #23 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

#23

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Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

(As revised January, 1973)

Mayor John L. Canfield
 City of Dearborn Heights
 6045 Fenton
 Dearborn Heights, Michigan 48127

January 16, 1973

Cass Stevens, City Comptroller
Dearborn Heights, Michigan

Dear Mr. Stevens:

You are hereby notified that we have been informed that the City Employees, other than Police and Fire, who are members of Council 23, AFSOME have ratified the proposed contract as outlined below.

All wages to be increased 5.5% effective July 1, 1972 and end December 31, 1973.

Second increment: January 1, 1974 to June 30, 1974, 5% increase in wages.

Master Medical to apply as soon as possible.

Blue Cross-Blue Shield Insurance shall be ordered for the Retirees only at age 65.

The changes in the pay plan should become effective as soon as practical.

Very truly yours,

JLC:sc
cc:

JOHN L. CANFIELD, Mayor
City of Dearborn Heights

Conrad Kreder

AGREEMENT

Agreement entered into this _____ day of _____, 1972,
between the City of Dearborn Heights (hereinafter referred to as the
"Employer") and the Dearborn Heights Chapter of Local 290, affiliated
with Council #23 of the American Federation of State, County and
Municipal Employees (hereinafter referred to as the "Union".)

ARTICLE I

RECOGNITION

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 repre-
sentative 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 members of the
Bargaining Unit excluding Police and Firemen, Supervisors and the
following:

1. Secretaries -- Mayor's Office (2)
2. Asst. to Mayor -- Mayor's Office (1)
3. Deputy Treasurer -- Treasurer's Office (1)
4. Deputy Clerk -- Clerk's Office (1)
5. Purchasing Agent -- Comptroller's Office (1)
6. Assistant Buyer -- Comptroller's Office (1)
7. Secretary to Director -- D.P.W. (1)
8. Senior Biller -- Water Department (1)

The City will notify the Chief Steward on an annual basis of
names of incumbents of above positions.

ARTICLE II

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing and the Union's success in rendering proper services to the public.

To these ends the Employer and the Union encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels among all employees.

ARTICLE III

AID TO OTHER UNIONS

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

ARTICLE IV

UNION SECURITY

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Section 2. Employees covered by this Agreement at the time it becomes effective who are not members of the Union shall become members of the Union on or before the tenth (10th) day after the thirtieth (30th) day following the effective day of this Agreement.

A. Exception to the above condition however, shall recognize that any employee not a Union member on the effective date of this Agreement may in lieu of Union membership, pay to the Union a monthly service charge equal to the monthly dues and assessments. This contribution is to be construed as a donation toward the administrative cost of the Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of 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 tenth (10th) day after the ninetieth (90th) day following the beginning of their employment within the bargaining unit.

Section 4. Employees who fail to comply with one of the above conditions in Sections 1, 2 and 3 shall be discharged within thirty (30) days after receipt of written notice of such delivered to the City by the Union.

A. PAYMENT OF UNION DUES

Section 5. During the term of this Agreement and in accordance with the provision of the Form of Authorization of Payroll Deduction of Dues, as 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 executes or has executed the following "Authorization for Payroll Deduction" form.

Section 6. Deductions shall be made only in accordance with the provisions of said "Authorization for Deduction of Dues" form.

Section 7. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

B. PAYMENT OF SERVICE CHARGE

Section 8. Employees who do not make application for membership in the Union as outlined in Article III shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

Section 9. Upon notification by the Union that the employee has elected not to make application for membership in the Union, the employee shall be requested by the Employer to sign an "Authorization for Deduction of Service Charge" form.

ARTICLE V

REPRESENTATION

Section 1. It is mutually agreed that for the purpose of handling grievances in its behalf, the Union from among the employees will elect a committeeman and/or committeewoman. The Union will notify the City in writing the name of the committeeman and/or committeewoman. The committeeman and/or committeewoman shall be so placed by the City that he/she shall be reasonably accessible at all time to the employees he/she represents.

Section 2. If the committeeman and/or committeewoman is to be absent from work he/she may appoint a temporary committeeman/committeewoman to fill his/her place. The City shall be notified of any such change by the Union in writing before the start of the working day.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under

this Agreement and will be subject to grievance procedure hereinafter provided.

Section 2. 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 the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed as settled in favor of the Union.

Section 3. All specified time limits herein shall consist of working days only.

Section 4. Each grievance shall be initiated within three (3) days of the occurrence of the cause of complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint.

Section 5. Any bargaining unit employee having a grievance as herein defined may process the complaint in the following manner:

STEP 1. If an employee under this Agreement claims a grievance he shall report to the committeeman who shall take the matter up with the foreman for adjustment within three (3) days.

STEP 2. If the committeeman is dissatisfied with the results of the meeting with the foreman, he shall reduce the grievance to writing and submit it to the Director of the Department. The Director of the Department shall set up a meeting to discuss the grievance within three (3) days after receipt of written grievance. The Director of the Department shall give the committeeman a written answer within five (5) days after the meeting.

STEP 3. If the committeeman is dissatisfied with the Director of the Department's answer, he may appeal the grievance to the Mayor or his designated representative. The Mayor or representative will set up a meeting within five (5) days after the receipt of the appeal, at this step of the procedure, the committeeman may have the Local President or other Union representative in the meeting to assist him. The Mayor shall give a written answer to the grievance within five (5) days after the Step 3 meeting.

STEP 4. In the event that a grievance is not settled at Step 3, the Union through its representative shall have thirty (30) days in which to involve arbitration, under the rules and regulations of the American Arbitration Association.

Employees who are witnesses for or against the Employer shall be called as needed and shall not lose time or pay for time spent during their regular working hours in grievance procedure meetings held on City property.

The decision of the Arbitrator shall be final and binding on all parties.

The arbitrator may not add to, or subtract from, change or amend any of the terms of this Agreement and shall only concern himself with questions concerning the issue or issues involved.

The expense of such impartial arbitrator shall be shared equally between the parties.

Section 6 (a). The committeeman or proper chapter union representative shall have the authority to reach a binding settlement on all grievances except discharge cases as provided for in subparagraph c of this section.

(b) All offers to settle grievances, from the employer, if accepted by the proper chapter union representative shall be binding on the employer, union and the employee. All settlements shall be in written form and signed by the proper

employer and proper chapter union representative.

(c) Discharge case settlements prior to arbitration shall be subject to either union membership ratification or acceptance by both the aggrieved employee and proper chapter union representative. Acceptance shall be in written form. Arbitration shall be binding on the employer, union and aggrieved employee.

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the committeeman of the discharge or discipline.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Committeeman and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Committeeman.

Section 3. Should the discharged or disciplined employee or the Committeeman consider the discharge to be improper, a complaint shall be presented in writing through the Committeeman to the Employer within three (3) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step Three (3) of the procedure.

Section 4. In imposing any discipline on a current charge the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

Section 5. Such discharge and discipline shall be initiated within three (3) regularly scheduled working days of the occurrence of the cause of the discharge and discipline, or if the employer

did not have knowledge of said cause at the time of its happening, within three (3) regularly scheduled working days after the Employer becomes aware of the cause for discharge and discipline.

ARTICLE VIII

SENIORITY

, Section 1. Seniority shall be determined and operated upon a City wide basis. A new employee shall be regarded as probationary and shall not have seniority until after his ninety days of continuous employment in the city; if retained thereafter he shall have seniority as of his original date of hire. The City may transfer any probationary employee at any time.

Section 2. The seniority of each employee who is employed in the City as of this date, shall be determined in accordance with the date of continuous employment upon which he was hired upon the Dearborn Heights payroll formerly Dearborn Township.

Section 3. Seniority lists will be brought up to date upon request by the Union not more often than every six (6) months but may be posted more often so that the employees may be acquainted with the current list if any hiring or lay-off or quits have occurred within this time.

Section 4. Notwithstanding his respective position on the seniority list, the chief steward shall have top seniority for the purpose of lay-off and rehire so long as there is work available which he is qualified to perform. Trial period of ten (10) working days shall be allowed to determine qualifications.

Section 5. If a supervisory employee or other employee of the City promoted to such a position excluded from the unit is laid off or demoted from such supervisory or other excluded position, he shall

be eligible for a job in the unit and in such case his seniority shall be determined in accordance with Section 2.

Section 6. Seniority shall be lost upon the happening of any of the following events:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through grievance procedure.
3. If the employee fails to report for work within five (5) days after notice to report has been sent to his last known address by registered mail according to the City records.
4. All employees must live within the City limits as defined by the City Charter.
5. If a settlement with the employees has been made for total disability.
6. If the employee is laid off and thereafter continually by the City for a period equal to the length of his seniority under the contract at the time of lay-off, except when an employee has less than one year's seniority, he will be retained on the call-back list for one year.

EXERCISE OF SENIORITY

Section 7. The order of lay-off and rehire shall be governed by first seniority, and second, ability. Should there be any dispute involving the application of this clause it shall be subject to a joint determination through grievance procedure.

Section 8. No employee who has acquired seniority shall be transferred out of the division without his consent, provided that work is approved within his classification and/or unless mutually agreed to by the Union and the City. No new employee shall be

hired to fill a position within this division, while a regular employee is laid off and qualified for the job.

Section 9. For the protection of employees who are handicapped on the job by major physical disability they may be exempt from the seniority provisions of this agreement, in the event of lay-off at the discretion of the City.

Section 10. Any employee who has been incapacitated at his regular work, injury or compensable disease while employed by the City may be employed in other work in the City which he can do without regard to any seniority provisions of this agreement.

Section 11. Temporary employees are those employed for a regular work day and/or regular work week, but not for more than a period of ninety (90) work days, except as otherwise provided in this agreement.

Section 12. (a) Part-time employees, are those employed for less than an eight (8) hour day or less than a forty (40) hour week, for clerical employees a thirty seven and one-half (37-1/2) hour week.

(b) Part-time employees shall not be hired for more than ninety (90) calendar days except for the employees of the Department of Parks and Recreation who may be hired for NOT more than six (6) months and shall not be rehired for five (5) months thereafter. It is hereby further agreed that Recreation Instructors are excluded from the above limitations.

(c) Part-time and temporary employees shall not rank for over-time work when it will take such over-time work away from the regular full-time employees within the same Department in the same classification if the full time employee accepts

TRANSFERS AND PROMOTIONS

Section 13. All vacancies (promotions, transfers) shall be posted for five (5) days on all bulletin boards. All vacancies shall be filled on the basis of the senior qualified applicant.

In the event a vacancy occurs, which is to be filled, qualified applicants will be accepted in the following priority:

(1) First Medical Necessity: If a medically disabled employee desires to transfer downward or laterally, the Union will make application. If the City and Union agree on the medical necessity, the employee will be transferred downward or laterally to a vacancy to be filled. If there is no agreement between the City and the Union, the employee shall support the Union's application with a written statement from the employee's doctor to the City which reserves the right to have such employee examined by the physician of the City's choice. In the event the City still disagrees as to the medical necessity for a downward or lateral transfer, such disagreement shall be submitted to the grievance procedure. If no employee qualifies for Medical Necessity, then

(2) Second to promote, and if no employees desire promotion, then

(3) Thirdly to transfer laterally, and if no employees desire lateral transfer, then

(4) Fourthly to transfer downward.

An employee who accepts a lateral or downward transfer shall be required to remain in the position for a minimum of twenty-four (24) calendar months without any option of the employee to revert to former classification during the trial period.

In the event the senior applicant is denied a promotion, reasons for such denial shall be given in writing to such employee. If the employee is not satisfied with the reasons for denial, it then becomes a subject for the grievance procedure.

The employee who is promoted shall be granted a four (4) week trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

During the four (4) week trial period, the employee who has been promoted shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union. There shall be no 24 calendar month minimum classification occupancy in promotion situations.

During the trial period, employees will receive the probationary rate of the new job which shall be ten (10¢) cents less than the maximum rate. Following successful completion of the probationary period the employee shall be increased ten (10¢) cents per hour.

ARTICLE IX

BULLETIN BOARDS

Section 1. A suitable bulletin board agreed upon by the Management and the Union for the use of the Union shall be erected in a suitable location where employees check in. The bulletin board may be used by the union to post the following type of notices:

1. Notices of recreation and social affairs.
2. Notices of Union elections, appointments and results for Union elections.
3. Notices of Union hearings, meetings, provided that additional notices may be posted by mutual consent.

Section 2. Seniority lists may be posted on this bulletin board.

Section 3. Bulletin boards shall not be used by the Union or its members for disseminating for posting of disturbing pamphlets or political matter of any kind whatsoever or for advertising.

Section 4. If the Union so desires and if suitable space is available, the City shall furnish space to the Union for a locker where its records pertaining to its dealings with the City may be kept; the City takes no responsibility for the safety of the contents thereof.

ARTICLE X

MISCELLANEOUS

Section 1. When an employee is asked to work in a higher classification for any part of a day, he will be paid the rate of higher classification for the whole day.

Section 2. During any period an employee is off on a medical leave of absence including a pregnancy leave, all insurance (Blue Cross, hospital, medical and life insurance) can be continued in full force by the employee at the group rate.

REASSIGNMENT

Section 3. (a) If for any reason there is insufficient work in an employee's classification to permit full time employment, it shall be the policy of the City and the Union hereby agrees, that the employees shall work at other classifications as assigned.

(b) In emergency cases due to sickness of employees or other unexpected absences, the City shall have the right to assign employees to work outside of classification and pay that rate if higher.

PAYDAYS

Section 4. Pay periods shall be weekly for hourly rated employees and bi-weekly for salaried employees. Pay days will be on Fridays.

SAFETY

Section 5. Equipment that is defective is to be reported to the foreman and committeeman so that it will be repaired before equipment is operated. A safety Committee is hereby established. The Committee shall meet monthly. The Committee shall be composed of three people, one member appointed by the Union, one member appointed by the employer and the third member shall be selected by the committee.

UNIFORMS

Section 6. The City will supply rubber boots, rubber gloves, when necessary and rain coats and safety equipment for D.P.W. and Parks employees. Such equipment to be turned in for replacement unless destroyed by an emergency accident. If so, a satisfactory explanation will be required.

The City will supply those employees who are issued uniforms four (4) laundered uniforms per week at no cost to the employee. The employee to be responsible for same. The City through its agents will maintain its agreement with its supply company to furnish new uniforms every six (6) months.

ARTICLE XI

WORKING HOURS AND OVERTIME

Section 1. The standard work day and work week for salaried employees shall be seven and one-half (7-1/2) hours per day, five (5) days per week, Monday thru Friday for a total of thirty-seven and one-half (37-1/2) hours per week. The exception is the City Hall employees will work Monday Thru Friday 9:00 to 5:00 except Tuesday until 8:30.

The standard work day and work week for hourly employees shall be eight (8) hours per day, five (5) days per week, Monday thru Friday for a total of forty (40) hours per week. The exception is one mechanic which shall work Tuesday Thru Saturday and Parks and Recreation who shall work Tuesday thru Saturday when notified in advance. This shall be done on a low seniority basis.

Section 2. The employer may schedule overtime work and payment for such overtime work shall be in accordance with the following:

(a) All work performed in excess of the normal work day as defined above shall be paid as the rate of one and one-half (1-1/2) times the normal rate up to 16 hours of continuous work and two (2) times the normal rate thereafter.

(b) All work performed on a Saturday shall be paid at the rate of one and one-half (1-1/2) times the normal rate, and all work performed on a Sunday shall be paid at the rate of two (2) times the normal rate.

(c) All work performed on a holiday shall be paid at the rate of two (2) times the normal rate plus holiday pay. After 8 hours the rate of pay on holidays shall be 3 times the normal rate of pay.

Section 3. It shall be the policy of the City to work hourly employees forty (40) hours per week and salaried employees thirty-seven and one-half (37-1/2) hours per week.

Section 4. Any employee called in for emergency work will be paid for four (4) hours minimum call in pay. Employees will not be paid for more than one (1) call in pay in a 24 hour period. The 24 hour period to begin and end at midnight.

Section 5. The starting time for hourly rated employees shall be 7:00 A.M., May 1st to September 15th except one crew will start at 8:30 A.M. After September 15th all crews will start at 8:00 A.M.

Section 6. All employees working a full duty shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall be taken one before and one after lunch and each shall not exceed fifteen (15) minutes in length. For each four (4) hour period of overtime the employee shall be entitled to one additional rest break of fifteen (15) minutes.

Section 7. (a) The Union recognizes the necessity to work overtime on occasions and agrees that all officers and committee-men will make every attempt to see that the necessary personnel is available.

(b) Overtime within classification and by department will be divided as well as possible by the week and each Monday the Steward shall prepare a list of the men with the lowest hours for the foreman. If the foreman disagrees this will be a subject for negotiation.

(c) The City will use full time employees by Department and classification for such overtime when available, but reserves the right to go to other departments or to use part time and temporary help if full time employees refuse the overtime.

(d) The City will pay double time for all work in excess of 16 straight hours.

(e) The employer will make an attempt to secure overtime on a voluntary basis however during emergencies (snow and ice removal, floods, water main breaks and sewer stoppages, removal of fallen trees, or similar emergencies) the employer has the right to make a mandatory request for employees to report for the above listed emergencies after failing to secure volunteers for the overtime.

SHIFT DIFFERENTIAL

Section 8. (a) Afternoon shift, .10 per hour extra.
Midnight shift, .20 per hour extra for hourly rated employees in all departments.

(b) Secretary serving on commissions, committees, etc. shall receive time and one-half for work which is a

continuation of their work hours. When the secretary is called back after regular working hours she shall receive a flat rate of \$15.00 per meeting.

Exception--Urban Renewal in which the present practice shall continue until changed by mutual consent of the employer and the union.

ARTICLE XII

MANAGEMENT RESPONSIBILITY

Section 1. Except where limited by this contract and any supplement hereto.

(a) The authority to determine the items to be produced, establish schedules of production, determine the methods, processes, means and places of production, are solely and exclusively the responsibility and the right of the City. The authority to direct, adjust, increase and decrease the working force, to remove employees and maintain discipline shall be vested solely and exclusively in the management.

(b) No foreman shall work, except to instruct employees. Except for one working Foreman in the Department of Parks and Recreation.

(c) The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

(d) The City has the right to schedule overtime work as required, and the Union recognizing the many emergency situations that can arise. The City has the responsibility in these duty

assignments to provide equal compensation for equal work. In cases where an employee considers that these principles are not being observed he may seek redress through the grievance procedure.

(e) It is understood by the parties that every incidental duty connected with the assignments cannot always be specifically defined. Nevertheless, subject to the limitations of this agreement the employees are expected to work these assignments.

(f) The following authority is conferred on City officials:

1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.

2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriations of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the City Council in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.

4. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.

5. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this

purpose, subject to the authority of the departments and the City Council.

6. The responsibility for administering Charter and Ordinances provisions relating to the Retirement Plan and the Insurance and Disability Plan.

ARTICLE XIII

SICK LEAVE

Section 1. Seniority employees shall be credited with one (1) day sick leave per month. Employees may accumulate up to one hundred forty (140) days unused sick leave days.

November 30th of each year shall be considered the year end. Credit for such sick leave will be compiled November 30th of each year and will be paid in the following manner: Upon retirement, forced retirement (age or disability) or death, one hundred percent (100%) of accumulated sick leave days. For reasons other than the above the employee will be paid one-half (1/2) of accumulated sick leave days upon severance of employment unless discharged for cause.

Section 2. Employees shall have two (2) personal days per year not to be accumulated or charged to their sick leave days. These days shall be taken between July and June 30 of each year.

Section 3. Any employee injured on the job and the attending physician determines it is in the best interest of the employee not to return to work immediately the employee shall be paid for a full day's work.

Section 4. Should an employee's period of illness extend so the employee's accumulated sick leave days are used up the employee may make written request to be paid any vacation time that may be due the employee.

Section 5. All City employees in the bargaining unit who are injured or become ill in the line of duty as defined by the Workman's Compensation law shall be carried on the City payroll at no loss of take-home pay for his classification for a period not to exceed one year from date of injury. The employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights.

All monies received by the employee from workman's compensation or insurance paid for by the City shall be returned in its entirety to the City during the above period.

Section 6. (a) An employee whose illness extends beyond three (3) working days shall be required to furnish the employer with a doctor's statement as to the type of illness and that he is able to return to work.

(b) Sick leaves shall be used for personal illness of the employee. Abuse of sick leave may result in disciplinary action by the employer.

(c) An employee who takes sick leave shall not be entitled to be called for overtime work until he has returned to and worked a full day.

ARTICLE XIV

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Written leaves of absence for specified purposes and period of time may be granted employees without loss of seniority.

Section 2. Leaves shall be granted for a period of six (6) months to employees who are physically disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified physician. The City

shall have the right to require a physical examination each week during the disability if it desires and no employee may leave the County of Wayne for any reason during this period of disability without good cause and the approval of his department head.

Section 3. The City recognizes and agrees that it shall provide "forms" upon which a City employee may request a leave of absence. Any employee desiring a leave for any reason shall submit such application in excess of 30 days prior to the date the leave is to commence and the City shall grant or deny such request within 10 days of receipt of the request.

Section 4. Any employee on military leave for service in the armed services of the United States shall be reinstated in accordance with the requirements of the Selective Service and Training Act of 1940 as amended.

Section 5. A maternity leave will be granted according to the rules and regulations of the City. Upon written request to The City, a maternity leave shall be granted to any classified employee if the following conditions are met:

(a) Accompanying the written request, shall be a letter of "Confirmation of pregnancy" and the expected date of delivery from the employee's personal physician, and stating the employee is able to perform the normal and usual recurring tasks of her job classification. The employee's physician shall also state the date such pregnancy leave shall commence.

(b) That the request be made prior to the start of the fourth month of pregnancy.

(c) That all female employees becoming pregnant may start their leave of absence at the end of five months of pregnancy.

(d) This may be waived by the Department head providing that a statement from her doctor is received saying that she is able to continue work.

(e) That a written, notarized statement by the employee be submitted, stating that the City is absolved from any liability during her employment with the City after five months of pregnancy.

Failure to comply with any of the above conditions, will result in forfeiture of leave rights and dismissal from the classified service.

(f) Maternity leaves shall be for not less than 30 calendar days from termination of pregnancy nor more than 3 calendar months. Extension of maternity leaves may be received upon written request to the City two weeks prior to the date of termination of the existing leave. Extension of maternity leaves shall be for a period of three months. Only two extensions may be granted during one continuing maternity leave.

(g) If the employee returns within the period or periods granted, said employee's "continuous service time" will not be interrupted.

Section 6. Members of the Union elected or selected by the Union to do work which takes them from their employment with the City shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, which ever may be shorter.

Section 7. Convention time to be allotted according to policy adopted by the City Council that two elected delegates of the Union be authorized up to five days off with pay to attend

a Union convention annually or conference at which their participation is requested, being more than 200 miles from the Corporate limits of the City of Dearborn Heights and further, that any such convention or conference within 200 miles of the corporate limits of the City of Dearborn Heights attended under the same conditions, be authorized up to three days off with pay.

FUNERAL LEAVE

All employees shall be entitled to five (5) calendar days per funeral to make preparation for and attend the burial and funeral of an immediate member of his family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers and sisters, and brothers-and sisters-in-law. He shall also be entitled to three (3) calendar days for the funeral of grandparents-in-law or grand-children if within three hundred (300) miles of the City of Dearborn Heights. One (1) additional calendar day for travel will be given for funerals over three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Department Head and the Department Head's refusal to grant the extension, is subject to the Grievance Procedure of this Contract.

ARTICLE XV

HOLIDAYS

Section 1. Employees will have the following holidays off with pay:

New Year's Day
Washington's Birthday
Decoration Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
1/2 day before Christmas
1/2 day before New Year's Day
1/2 day Good Friday

Section 2. The employer shall pay holiday premium pay as per Working Hours and Overtime Article XI, Section 2 (c), only on the day given off by the employer as the holiday.

Section 3. If the holiday falls on Saturday the employee shall have the Friday prior to the holiday off with pay. If the holiday falls on Sunday the employee shall have the following Monday off with pay. For those employees on a Tuesday through Saturday work week a special provision shall apply. If the holiday falls on Sunday or Monday the employee shall have the following Tuesday off with pay. If the holiday falls on Friday or Saturday the employee shall, during the week of that holiday work Monday through Thursday.

Section 4. Seniority employees shall be paid eight (8) hours

pay at their regular straight time hourly rate for all holidays covered in this agreement.

Section 5. An employee must work on the regularly scheduled day before and after a holiday to qualify for holiday pay unless he is off on sick leave, vacation or off with permission of his department head.

ARTICLE XVI

VACATIONS

Section 1. Employees will receive paid vacation time off on the following basis:

<u>LENGTH OF SERVICE AS OF JAN. 1</u>	<u>VACATION ALLOWANCES PER YEAR</u>
after one (1) year	10 working days
after five (5) years	15 working days
after ten (10) years	20 working days
after fifteen (15) years	1 additional day for each year of service after 15 years

Section 2. Vacation period is from January 1st. through December 31st., every effort will be made to grant vacations at a time to meet the wishes of the employee and also maintain the operation of the employer.

Section 3. An employee's vacation pay will be based on his regular, normal work week.

Section 4. If a holiday falls within an employee's vacation, he will be given an extra days vacation.

VACATION PROGRAM

Section 5. Employees who have less than one year of service on January 1st of any year shall receive a prorated vacation based on one day for each two months of service or any portion thereof. Vacation to be taken during the calendar year.

PAYMENTS IN LIEU OF VACATION

Section 6. (a) If an employee's services are terminated for any reason except firing, before receiving vacation pay due, employees shall be paid a lump sum in lieu of vacation computed at employee's basic rate in effect on the day that the employee's services are terminated.

(b) If a disagreement occurs over vacation, seniority, by classification will be the determining factor, however, supervisor retains the right to keep sufficient men on the job to operate with.

ARTICLE XVII

INSURANCE

LIFE INSURANCE

Section 1. (a) The City shall continue to pay the full cost of life insurance, in the amount of \$10,000 or more and the benefits in effect as of July 1, 1966.

(b) The City shall also pay life insurance for all retirees in the amount of \$2,000.

HOSPITALIZATION

Section 2. The City will pay Blue Cross Hospital Plan (Master Medical-Semi Private) for single employees and full family rates for all married employees.

ARTICLE XVIII

LONGEVITY

Section 1. The City will pay longevity on the following basis:

<u>Months of Service</u>	<u>Amount</u>
25 to 47 Months	\$ 50.00
48 to 107 Months	\$150.00
108 to 179 Months	\$300.00
Over 179 Months	\$450.00

Section 2. Longevity will be paid in the month of December of each year. Employees who are off the payroll of the City of Dearborn Heights for a period of two months or more in a calendar year shall have their longevity payments reduced by 1/12 for that year for each full month they are off the payroll.

Section 3. Employees who are on paid leaves or workmen's compensation shall be considered as on the payroll.

Section 4. Employees returning from unpaid leaves of absence which are of a duration in excess of sixty (60) calendar days in one year shall be required to work sixty (60) calendar days before receiving their longevity payment. Employees who are not on the payroll during the month of December shall receive their longevity pay within thirty (30) calendar days after returning to the job if the employee was off the payroll less than sixty (60) calendar days or more shall receive their longevity pay within five work days following the sixty (60) calendar days required on the payroll period.

ARTICLE XIX

TERMINATION

This agreement shall become effective as of July 1, 1972 and shall continue in full force and effect until 11:59 P.M., June 30, 1974. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to change or modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

Except for wages and fringe benefits which shall be opened for negotiations ninety (90) days prior to June 30, 1974 the anniversary date for wage and fringe benefits.

In witness whereof, the parties hereto have set their hand this 6th day of February 1973.

In presence of:

City of Dearborn Heights

Local 290

Dearborn Heights Chapter

AFSCME, AFL-CIO

Mayor

CITY OF DEARBORN HEIGHTS
SALARY CLASSIFICATION LIST
JULY 1, 1972

UNION MEMBERS

BOOKKEEPER

I 8,206.85 - 8,658.39

SENIOR BOOKKEEPER

I 8,903.15 - 9,129.97

BOOKKEEPER & MACHINE OPERATOR

I 8,903.15 - 9,129.97

CLERK TYPIST

I 7,989.52 - 8,389.36

SENIOR CLERK

I 9,155.29 - 9,391.61

VIOLATIONS CLERK

I 8,565.55 - 8,683.71

SECRETARY STENOGRAPHER

I 8,373.54 - 8,611.97

EXECUTIVE SECRETARY

I 9,374.73 - 9,680.68

DOG WARDEN

I 9,547.75 - 9,969.75

BUILDING CUSTODIAN

I 8,373.54 - 8,617.24

BUILDING MAINTENANCE MAN

I 8,607.75 - 8,982.27

BUILDING INSPECTOR

13,107.32 - 13,266.63

INSPECTORS: ELECTRIC, HEATING
AND PLUMBING

12,745.46 - 12,965.95

WEIGHTS AND MEASURERS

10,551.05 - 10,804.26

MECHANIC

I 10,466.66 - 10,731.46

CRIBMAN

II 9,347.30 - 9,720.77

I 9,676.46 - 9,940.21

LABORER

4.54 - 4.67

LIGHT EQUIPMENT OPERATOR

4.79 - 4.91

HEAVY EQUIPMENT OPERATOR

5.19 - 5.31

CREW LEADER

4.90 - 5.01

METER READER

4.67 - 4.79

METER REPAIR MAN

4.74 - 4.85

CEMENT FINISHER

4.80 - 4.90

CITY OF DEARBORN HEIGHTS
JOB CLASSIFICATION
JULY 1, 1972

UNION MEMBERS

Bookkeeper I	Meter Repairman
Senior Bookkeeper I	Meter Reader
Bookkeeper & Machine Operator I	Cement Finisher
Senior Clerk I	Laborer
Clerk Typist I	
Violations Clerk I	
Secretary Stenographer I	
Dog Warden	
Building Custodian	
Building Maintenance Man	
Building Inspector	
Elec. Heat. & Plumbing Inspector	
Executive Secretary	
Mechanic	
Cribman II	
Cribman I	
Weights & Measurers	
Heavy Equipment Operator	
Light Equipment Operator	
Crew Leader	

CITY OF DEARBORN HEIGHTS
JOB CLASSIFICATION
JULY 1, 1972

UNION MEMBERS

Bookkeeper I	Meter Repairman
Senior Bookkeeper I	Meter Reader
Bookkeeper & Machine Operator I	Cement Finisher
Senior Clerk I	Laborer
Clerk Typist I	
Violations Clerk I	
Secretary Stenographer I	
Dog Warden	
Building Custodian	
Building Maintenance Man	
Building Inspector	
Elec. Heat. & Plumbing Inspector	
Executive Secretary	
Mechanic	
Cribman II	
Cribman I	
Weights & Measurers	
Heavy Equipment Operator	
Light Equipment Operator	
Crew Leader	