

DRAFT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WARREN

AND

LOCAL UNION 1917
A.F.S.C.M.E.

ENDING JUNE 30, 2012

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ARTICLE 1

AGREEMENT

THIS AGREEMENT entered into on this 26th day of October, 2010, between the CITY OF WARREN (hereinafter referred to as the "Employer") and COUNCIL #25, and its affiliate LOCAL UNION #1917, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 2

PURPOSE AND INTENT

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

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

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

ARTICLE 3

RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City of Warren, hereinafter referred to as the Employer, does hereby recognize Local #1917, Council #25, AFSC&ME, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment of all supervisory employees of the City of Warren in the following classifications:

- Accountant II
- Activities Supervisor
- Administrative Assistant - Fire Department
- Administrative Assistant - Library Department
- Aquatics Supervisor
- Assistant City Engineer
- Assistant Data Processing Manager
- Assistant Director - Buildings & Safety Engineering Division
- Assistant Director of Parks and Recreation
- Assistant Garage Foreman
- Assistant Planning Director

RECOGNITION OF UNION - Continued

Assistant Superintendent Sanitation
Assistant Superintendent Water Division
Assistant Swimming Program Supervisor
Branch Librarian – Main Branch
Branch Librarian - Supervisory
Building Plan Examiner
CAD System Administrator
CDBG Rehabilitation Inspector
Chief City Building Inspector
Chief Construction Inspector
Chief Electrical Inspector
Chief Heating Inspector
Chief Inspector - Service Division
Chief Plumbing Inspector
Chief Zoning Inspector
City Planner I
City Planner II
City Planner III
Civil Engineer
Civil Engineer II
Community Development Coordinator
Computer Instrumentation Specialist
Computer Programmer II
Crime M.I.S. Specialist
Deputy City Assessor
D.P.W. Foreman
Election Technician and License Officer
Foreman (Building Maintenance)
Foreman (Sanitation)
Foreman (WWTP)
Forestry Foreman
Forestry Supervisor
Garage Foreman
Industrial Services Manager
Industrial Services Supervisor

RECOGNITION OF UNION - Continued

Information & Control Systems Manager
License and Voting Machine Supervisor
Office Manager – Assessing
Office Manager – Clerk's
Parks & Forestry Superintendent
Parks Supervisor
Payroll Supervisor
Personal Property Examiner
Personal Tax Administrator
Personnel Analyst
Pre-Professional Library Trainee - Supervisory
Program Supervisor - Parks and Recreation Department
Recreation Maintenance Foreman
Recreation Supervisor
Recycling & Compost Supervisor
Sanitation Facilities Forman
Secretary to the City Clerk
Senior Citizen Specialist Supervisor
Senior Engineering Field Supervisor
Senior Property Appraiser
Sports Supervisor - Parks and Recreation Department
Swimming Program Supervisor
Systems Analyst Supervisor
Waste Water Plant Maintenance Foreman
Waste Water Plant Operator Foreman with/A
Waste Water Plant Operator Foreman with/B
Waste Water Plant Operator Foreman without/B
Waste Water Treatment Plant Chemist
Waste Water Treatment Laboratory Director
WWTP Maintenance, Materials & Planning Manager
W.W.T.P. Facilities Engineer
Water Division General Supervisor/Dispatcher
Water Division Supervisor
Zoning Administrator

ARTICLE 4

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.

ARTICLE 5

MANAGEMENT RIGHTS

Consistent with the express terms of this Agreement:

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary agreements. All remaining rights, powers, and authority the City had prior to the signing of this Agreement, and all other rights normally, usually and customarily retained by management, are retained by the City and remain exclusively and without limitations within the rights of the City. Except as specifically limited by this Agreement, the City may exercise these reserved, retained and residual rights, and those rights specifically enumerated in Section B hereof, without previously bargaining the same with the Union; provided, however, that such actions shall not conflict with the terms of this Agreement.
- B. Among the rights, powers and authority provided to the City by law, including by way of example and not in limitation of the foregoing, the City hereby retains and reserves unto itself the right:
 1. To manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials, processes or methods of operation.
 2. To establish, determine and redetermine the method or processes by which the work is to be performed and to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or methods and institute technological changes, decide on materials, supplies, equipment and tools to be used.
 3. To determine the number, location, and type of facilities and installations.
 4. To fill or not fill vacant budgeted positions as the good of the service may require.
 5. To establish reasonable work schedules including the scheduling of overtime work.
 6. To discipline and discharge employees for just cause.
 7. To adopt, revise and enforce reasonable working rules as it may from time to time deem best for the purposes of maintaining good order, safety and effective operation of City services.
 8. To manage the City business and to decide the services to be provided and the manner of providing them.

MANAGEMENT RIGHTS - Continued

9. To determine the amount of supervision necessary and to select employees for promotion or transfer to positions outside the bargaining unit in accordance with the rules and regulations stipulated in the Civil Service procedure, but this shall not be held to permit involuntary promotions or transfers.
 10. To lay off for lack of work or funds, or where such continuation of work would be wasteful and unproductive, or where the City deems such layoff to be necessary, but in such case, the City shall not be arbitrary and capricious.
- C. The Union recognizes that the City has the right to contract or subcontract its services.

The City recognizes that it has a moral obligation to make a reasonable effort to secure reemployment for those persons who will be displaced in the event the City determines to contract or subcontract its services.

In recognition of this, the City agrees to meet with the Union prior to contracting or subcontracting its services for the purpose of attempting to make a diligent effort in securing reemployment for said employees in an equal job in another department in the City at the same rate of pay or attempt to secure for said employees outside employment at the same rate of pay.

In no event shall the City's right to contract or subcontract its services be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

ARTICLE 6

JOINT RESPONSIBILITIES - NO STRIKE OR LOCKOUT

The Union agrees to attempt to prevent and to refrain from engaging in or permitting its members to engage in, nor will any member of the Union engage in any strike, work stoppage, slowdown, or interference of any kind with the operations of the Employer during the term of this Agreement.

The City agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown, or other interference by employees of another employer, such inability to work shall not be declared a lockout. At no time shall employees be required to cross the picket line of another union when crossing the line would impair the safety of employees, but it is understood that such employees will not be paid.

ARTICLE 7

DEDUCTION OF UNION DUES

The Employer hereby agrees to deduct dues and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

DEDUCTION OF UNION DUES - Continued

1. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form as set forth below, in full.
2. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the authorization.
3. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the tenth of the following month.
4. The Employer shall notify the Union of the termination of any employee.
5. The following form shall be utilized as authorization for such deduction:

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Please Print Last Name First Name Middle Name

To _____

Name of Employer Department

Effective _____ I hereby request and authorize you
Date

to deduct from my earnings each _____ an amount
Payroll Period

sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. __, Council No. __. The amount shall be certified by Local Union No. __, Council No. __ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. __, Council No. __ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

Social Security Number Street Address

Employee's Signature City, State, Zip Code

Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

Each employee hired on or after the execution of this Agreement shall be bound by the same dues deduction requirements.

At time of placement into Local 1917 from another bargaining unit and receipt of dues deduction authorization, 1917 dues deductions will begin immediately.

ARTICLE 8

UNION SECURITY

Any present or future employee covered by this Agreement who is not a member of aforesaid Union and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union membership dues of aforesaid Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The Union agrees that in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

ARTICLE 9

REPRESENTATION

- A. Both parties agree that the proportion of representation is adequate at this time, but if need should arise to add, delete or modify the proportion of representation the parties will meet and mutually agree to alter the allocation of representation.
- B. In each representative district, employees in the district shall be represented by one steward who shall be a regular employee working in that district and on that shift. An alternate steward will be provided for each district who will function only in the absence of a steward from work. In instances where both the steward and alternate steward are not at work, the Chapter Chairperson shall act as the steward.
- C. The following are the districts of representation (consolidated to six districts as follows):

District 1	Police and Fire Departments and Sanitation Division
District 2	Library Department
District 3	City Hall (includes Engineering and Building Maintenance)
District 4	Water Division, Water Garage and Division of Public Works
District 5	Waste Water Treatment Plant
District 6	Parks and Recreation Department and Forestry Division
- D. Stewards during their working hours, without loss of time or pay, shall be released from their regular jobs to investigate reported grievances and to present said grievances to the Employer as herein defined. Other union representatives involved in the processing of grievances during their working hours shall be released from their jobs and will not lose time or pay. This privilege shall not be abused.

REPRESENTATION - Continued

- E. For representational purposes, stewards will be retained on jobs in their districts during periods of layoff regardless of seniority in their own classification, or if jobs are not operating in their own classification, in another classification in that district which is operating which they are capable of performing. Stewards shall not be required to change shifts pursuant to Article 16, Section B, during their term of office.
- F. During periods of layoff, union officers will be retained on jobs that are operating anywhere within the bargaining unit which they are capable of performing. Union officers are Recording Secretary, Chapter Chairperson and Stewards.
- G. When working under Sections E and F, union stewards and officers will receive their normal pay rate whether the classification in which they are working is higher or lower paid than their own classification.
- H. The City agrees to provide time off without loss of pay for authorized union representatives who must be absent from work due to being elected or appointed to attend AFL-CIO and/or International conventions or conferences, provided that this privilege is not abused.
- I. Officers, Stewards, Executive Board Members and Negotiation Committee Members shall be allowed to attend the Union's general membership and contract ratification meetings without loss of pay.
- J. The Union Secretary will be allowed to perform union business during working hours without loss of time or pay; however, the City expects the Secretary not to abuse the privilege and when it is necessary to transact union business, it will be kept as brief as possible. If it is necessary to leave the work station, the Secretary shall notify the immediate supervisor. Time will be made available as soon as possible.
- K. The Union Chairperson or his designated representative will be provided time off without loss of pay to attend the funeral of any member.

ARTICLE 10

GRIEVANCE PROCEDURE - PRESENTING A GRIEVANCE

Should difference arise between the City and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

Step 1(a)

An employee who believes he has a grievance because any provision of this Agreement has not been properly applied or interpreted towards him may discuss his complaint with his supervisor or may secure his district steward to represent him in the matter.

The employee may call his steward or ask his supervisor to assist him in securing his steward.

The steward will notify his supervisor that he has to process a potential grievance and will inform him where the complaint exists. The supervisor shall release the steward from his regular job in accordance with Article 9, Section D.

GRIEVANCE PROCEDURE - PRESENTING A GRIEVANCE - Continued

The supervisor shall make arrangements for the employee to be off his job to discuss his complaint with his steward before any discussion with the supervisor. The discussion between the employee and/or his steward and the supervisor shall be carried on in an orderly manner and every effort will be made to reach a satisfactory settlement at this point.

Step 1 (b)

If the matter is not satisfactorily settled by discussion with the supervisor at Step 1 (a), a grievance may be submitted in written form to the supervisor by the district steward. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify and be signed by the grievant or grievants involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the Union claims the City has violated. The supervisor shall answer the grievance completely and fully. His written answer shall be presented to the steward within seven (7) calendar days of its presentation.

The term "supervisor" will either be a division head or a department head depending upon whether the department is divided into divisions. If there is a division head, Step 2 must be adhered to, otherwise the next step shall be Step 3.

Step 2

In the event the Step 1 answer is not satisfactory to the Union, it may appeal the grievance to the department head (where applicable) within seven (7) calendar days of the decision rendered in Step 1. A meeting between the parties at this step shall take place within seven (7) calendar days of the request for such a meeting. The Union shall be represented by no more than three (3) representatives. The department head's answer shall be presented to the Union within seven (7) calendar days of the Step 2 meeting if such an answer is requested.

Step 3

In the event the department head's answer is not satisfactory to the Union, it may appeal the grievance to the Labor Relations

Director within seven (7) calendar days of the decision rendered in the next lowest step. A meeting between the parties at this step shall take place within seven (7) calendar days of the request for such a meeting. The Union shall be represented by no more than three (3) representatives. The Labor Relations Director shall give his written answer within ten (10) calendar days of the date of the Step 3 meeting.

Step 4

Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of any specific article and section of this Agreement or any written supplementary agreement and which has been fully processed through the third step of the grievance procedure may be submitted to arbitration in strict accordance with the following:

GRIEVANCE PROCEDURE - PRESENTING A GRIEVANCE - Continued

1. Arbitration shall be invoked by either party by filing of a Demand For Arbitration with the American Arbitration Association within one hundred twenty (120) days from the date of the third step answer. The selection of an impartial arbitrator and determination of the dispute outlined in the grievance shall be in accordance with all applicable rules of the American Arbitration Association, except that arbitrators shall not be appointed from a "factual objections" list. Grievances which do not have a "common" factual and legal basis shall not be consolidated for arbitration without mutual consent. An arbitrator shall not have jurisdiction over a grievance which is not timely processed hereunder, and such grievances shall be "non-arbitrable." In the event "jurisdiction" is challenged, the arbitrator shall make a preliminary written ruling on such challenge prior to convening a hearing on the merits of the case.
2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement.
 - b. Granting any wage increases or decreases.
 - c. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
3. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate or relinquish. Disputes involving interpretation of State or Federal laws, rulings of the Retirement Commission which do not conflict with the benefit levels cited in this contract, or involving coverage of insurance documents shall not be subject to the arbitration process. The arbitrator shall not have authority to award interest unless the arbitrator finds that the City has intentionally and repeatedly violated the Agreement. Under no circumstances shall the arbitrator award attorney fees or punitive damages or exercise equitable jurisdiction.
4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
5. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
6. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
7. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his local representatives shall not lose pay for the time off the job while attending the arbitration proceedings.

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

GRIEVANCE PROCEDURE - PRESENTING A GRIEVANCE - Continued

8. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion, including all outstanding grievances at any step of the grievance procedure. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

ARTICLE 11

GRIEVANCE PROCEDURE - LIMITATIONS

1. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
2. Any grievance under this agreement which is not filed in writing within ten (10) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance.
3. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed.
4. The time elements in the first four (4) steps can be shortened or extended by mutual agreement in writing at the time the agreement is reached.
5. Any grievance not appealed in writing within the time limits established in the grievance procedure shall be considered to have been withdrawn without prejudice.
6. The Union may withdraw any grievance without prejudice at any step up to and including the third step. However, the grievance once withdrawn may not be reinstated.
7. Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.
8. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the city payroll.
9. In accordance with Section 11 of Act 336 of the Michigan Public Acts of 1947, as amended, individual employees within the bargaining unit, whether or not they are members of the Union, shall retain the right to present grievances individually to the Employer.

ARTICLE 12

DISCHARGE OR SUSPENSION

- A. The Employer agrees promptly upon the discharge or suspension of any employee to notify in writing the steward in the district of the discharge or suspension.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the steward of the district 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 its designated representative will discuss the discharge or suspension with the employee and the steward.

The discharged or suspended employee may not thereafter enter upon those areas of the premises of the Employer from which the general public may be excluded, except by specific permission of the Employer. However, this does not take away any rights as specified in Article 43.

- C. Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the steward to the department head within three (3) regularly scheduled working days of the discharge or suspension. The department head will review the discharge or suspension and give his answer within three (3) regularly scheduled working days after receiving the complaint. If a meeting with the department head is requested in the complaint, it shall take place within three (3) regularly scheduled working days after such complaint is received. If the grievance is not resolved and a disposition given in writing at this meeting, the department head shall give his written answer within three (3) working days from the date of the meeting. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure beginning with Step 3.
- D. In imposing any discipline on a current charge, management will not take into account any prior reprimands in the course of his employment with the City of Warren which occurred more than eighteen (18) months previously.
- E. The Employer agrees to supply the employee with a copy of any reprimand placed into his record and also guarantees his right to review his record upon request.
- F. All reprimands are subject to the grievance procedure.

ARTICLE 13

SPECIAL CONFERENCES

- A. Special conferences will be arranged between the Chapter Chairperson and the Labor Relations Director, or his designated representative, upon the request of either party. Such meetings shall be between the City and the Negotiating Committee of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) workdays after the request is made.

SPECIAL CONFERENCES - Continued

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 nor pay for time spent in such special conferences. This meeting may be attended by representatives of Michigan Council #25.

- B. The union representatives may meet at a place designated by the City on the City's property for not more than one hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- C. Problems of health and safety shall be proper subject matter for discussion at special conferences.

ARTICLE 14

SENIORITY

- A. An employee promoted or transferred into the bargaining unit from another city position outside the bargaining unit shall, upon completion of his probationary period of one hundred eighty (180) days, carry with him his city seniority as established through civil service or another bargaining unit.

A new employee hired into the bargaining unit from outside city employment shall be considered a probationary employee for the first six (6) calendar months of service. Upon completion of the probationary period, a new employee shall attain seniority and his seniority date shall be established as of his original date of hire. There shall be no seniority among probationary employees.

Probationary employees shall not be permitted to transfer or promote to other positions, unless said probation is cancelled.

- 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, except discharged, disciplined, dismissed or laid-off probationary employees for other than union activity. This paragraph shall apply to new hires only, but shall not apply to persons transferred or promoted, permanently or temporarily, from outside the bargaining unit. These employees will have the full rights to the grievance procedure and benefits under this Agreement.
- C. Temporary employees may be hired into bargaining unit positions from time to time on a seasonal basis or when otherwise required. No employee shall work in a bargaining unit position on a full-time temporary or part-time temporary basis for longer than ninety (90) consecutive days, except that the Employer and the Union may mutually agree to extend such employment for an additional ninety (90) day period, but in such cases the Union shall not act unreasonably. If a temporary employee becomes a permanent employee with no break in his employment, up to ninety (90) days of the time served as a temporary employee shall count as probationary time and towards seniority. Temporary employees shall not be considered to have seniority, shall receive no fringe benefits, and shall not share in equalization of overtime. This provision shall not be interpreted to prevent the assignment of temporary employees to overtime on their own job.

SENIORITY - Continued

- D. If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit and thereafter returns to a position within the bargaining unit, he shall have his accumulated seniority while working in the position he held outside the bargaining unit.

Employees transferred or promoted under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Upon return from such a transfer or promotion, the employee shall be returned to the bargaining unit in his former classification, seniority permitting. If he cannot be placed in his former classification, he will be placed into work generally similar to that which he did last prior to his transfer or promotion out of the bargaining unit.

- E. An employee shall lose his seniority and his employment under the following circumstances:
1. If he resigns.
 2. If he is discharged and such discharge is not reversed through the grievance procedure.
 3. If he is absent for five (5) consecutive working days or fails to return to work within five (5) consecutive working days of the expiration of any type of leave of absence without notifying the Employer.
 4. If he fails to return to work within five (5) working days after being recalled from a layoff as set forth in the recall procedure.
 5. If he is laid off for a continuous period equal to his length of seniority or one (1) year, whichever is greater, as set forth in the recall procedure.
 6. If he retires.
- F. The Employer will furnish all union stewards with up-to-date lists of seniority dates and benefit dates at least every four (4) months. Such lists shall include the names of all bargaining unit employees, their job classifications and seniority dates. The Employer will notify all employees of any changes in their benefit dates as soon as such changes are made.

The Employer will furnish the Union with five (5) copies of a complete wage scale of all city positions every time one is published.

ARTICLE 15

LAYOFF AND RECALL

- A. The Employer may reduce its working force in a given classification in any division or department for reasons of economy or when required due to insufficient appropriations.

LAYOFF AND RECALL - Continued

- B. When a reduction in force occurs in a given classification in a given division or department, temporary and probationary employees will be laid off first. Thereafter, the order of layoff for such classification in such division or department shall be as follows:
1. Seniority employees serving probationary periods in the classification being reduced shall be laid off in order of entry into the classification and shall be returned to their permanent classification, seniority permitting, and also as permitted by the agreement between the City and the Union covering the employees of such other classification.
 2. Seniority employees who have completed the probationary period for the classification being reduced and are laid off in accordance with the above procedure shall displace the lowest seniority employee in the same classification in another division of their department, or, if none, in another department; provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.
 3. Seniority employees who have completed the probationary period for the classification which is being reduced and who are laid off from their permanent classification will have their names placed on the reemployment list for their classification ranked in the inverse order of layoff. If the employee had civil service status in another classification, he shall be permitted to displace the lowest seniority employee in the classification in which he most recently held status in his own division, or, if none, in another division of his department, or, if none, in another department, his own seniority permitting and also as permitted by the agreement between the City and the Union covering the employees of such other classification. Provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.
 4. An employee who has not been placed in accordance with the above procedure shall displace the lowest seniority employee in the next lower grade of the service in his own division, or, if none, in another division of his department, or, if none, in another department, his own seniority and qualifications permitting and also as permitted by the agreement between the City and the Union covering the employees of such other classification. Provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.
 5. An employee who cannot be placed in accordance with the above procedure shall displace the lowest seniority employee in an equal paying classification in his own division, or, if none, in another division of his department, or, if none, in another department, his own seniority and qualifications permitting and also as permitted by the agreement between the City and the Union covering the employees of such other classification. Provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

LAYOFF AND RECALL - Continued

6. An employee who cannot be placed in accordance with the above procedures shall displace the lowest seniority employee in a lower paying classification in his own division, or, if none, in another division of his department, or, if none, in another department, his own seniority and qualifications permitting and also as permitted by the agreement between the City and the Union covering the employees of such other classification. Provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

An employee appointed under this section shall be granted up to an eight (8) week trial period to determine his ability to perform the job.

- C. Whenever possible, employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. An employee shall exercise "bumping rights" within seven (7) calendar days of receipt of such notice. The Employer shall furnish a copy of such notice to the Union immediately. Employees "bumped" by a laid-off employee shall not be entitled to prior notice. Employees whose position is eliminated and who have bumping rights shall be entitled to seven (7) calendar days notice, whenever possible.
- D. When an increase in force occurs in a given classification in a given division or department and there are employees on layoff from that classification, the following rules shall apply:
 1. Employees whose names appear on the reemployment list for the classification being increased shall be reappointed to that classification according to seniority, providing the laid-off employee is able to perform the work of the position to which he is to be appointed. Employees will be returned to the division or department where they were working prior to layoff.
 2. Laid-off employees who are not recalled after the completion of the above procedure may elect to accept employment in a position in a lower classification of the series to which their classification belongs; providing, however, the laid-off employee is able to perform the work of such position.
 3. Laid-off employees who are not recalled after the completion of the above procedure will be granted an opportunity, in accordance with seniority, to be appointed in preference to any non-promotional civil service eligibility list to vacancies in classifications which are equal or lower to their own classification, provided they possess the preliminary qualifications for the classification. An employee appointed under this section shall be granted up to a ninety (90) day trial period to determine his ability to perform the job.
 4. Notice of recall shall be sent by registered or certified mail to those on the reemployment list at their last known address. It shall be the employee's responsibility to notify the Employer of any change of address.
 5. Should a person fail to report for work within five (5) working days after notice is sent and fail to give a satisfactory explanation for not reporting, he will be considered as having voluntarily resigned. Recall rights for an employee shall expire if he is laid off for a continuous period equal to his length of seniority or one (1) year, whichever is greater. The minimum recall rights will be changed from one (1) year to two (2) years, if the employee has completed his probation. If the employee has not completed probation, the employee will still have recall rights for one (1) year.

LAYOFF AND RECALL - Continued

6. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed to report for work within the required time limit, he shall not thereafter be displaced by such older seniority employee.
7. Employees who decline an opportunity to displace other employees in accordance with the provisions of this Agreement shall be restricted in their recall rights to their former classification.

ARTICLE 16

SHIFT PREFERENCE

In instances where employees within the same classification and the same division or department are employed on different shifts, the greater seniority employees shall be placed on the shift of their preference and location in accordance with the following procedure:

- A. An employee may register his shift preference choice with his division or department head, whichever is applicable, twice a year from August 15th to September 1st and from February 15th to March 1st.
- B. Employees with the greatest seniority will be placed on the shift of their preference as soon as arrangements can be made. However, arrangements will be made by October 1st and April 1st.
- C. Shift preference choices are valid only for shifts that are actually scheduled. If a new shift is scheduled, the City shall give shift preference to employees on a seniority basis after a posting has occurred.
- D. No employee will be required to change shifts without forty-eight (48) hours notice.

ARTICLE 17

WORKING HOURS AND OVERTIME

- A. The normal workday and workweek for salaried employees shall be seven and one half (7-1/2) hours per day, five (5) days per week for a total of thirty-seven and one half (37-1/2) hours per week. The normal workday and workweek for hourly employees shall be eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week.
- B. Without prejudice to the City's right to determine reasonable schedules of work expressed in Article 5, the City will provide two consecutive "off days" for employees of the Library Department. Libraries will be closed the Saturday before Easter and the Saturday after Thanksgiving.
- C. In accordance with Article 5, the Employer may schedule a reasonable amount of overtime work, but when such overtime is scheduled payment shall be in accordance with the following rules:

WORKING HOURS AND OVERTIME - Continued

- 1.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 normal straight time rate.
 - b. For the time worked in excess of sixteen (16) continuous hours and for hours worked in excess of sixteen (16) hours in a continuous twenty-four (24) hour period beginning with the starting time of the employee's shift, such employee shall be compensated at two (2) times the normal straight time rate.
 - c. Any employee who works sixteen (16) or more 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 is required to report to work for his next normal workday. If, however, the City is unable to release such employee, he shall continue to receive two (2) times the normal straight time rate for all hours worked in excess of sixteen (16) hours until he 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 shall suffer no loss of his straight time pay he would ordinarily earn during such period. If in the judgment of the City the employee cannot be gainfully employed during the portion of his normal workday remaining after the expiration of such eight (8) hour period, such employee may be excused from work for the remainder of his normal shift without loss of his straight time pay.
2. All work performed on a Saturday shall be compensated at one and one half (1-1/2) times the normal rate and all work performed on a Sunday shall be compensated at two (2) times the normal rate, except as hereinafter provided.
 3. If employees whose work is normally affected by the weather are sent home due to inclement weather, they shall be guaranteed a minimum of four (4) hours pay at the normal rate, providing that such employees shall continue to be available for work during that period of time. This provision shall not apply to instances where city facilities must be shut down as a consequence of a snowstorm, flood, or other severe weather or natural conditions.
 4. Whenever possible, overtime will be equally distributed among all eligible employees in the same job classification within the same division or department.
 5. If an employee is called from his home into work because of an emergency, he will receive at least the equivalent of four (4) hours pay at his normal rate. Provided, however, that this clause shall not apply with respect to subsequent instances of call-in until the time period covered by the previous call-in has expired.
 6. Employees whose normal workweek includes Saturday shall not receive overtime rate for that day.
 7. Employees on continuous or continued service shall be governed by the following rules:
 - a. Time and one half shall be paid for the first regular day off worked in accordance with present and past practices.

WORKING HOURS AND OVERTIME - Continued

- b. Double time shall be paid for the second regular day off worked in accordance with present and past practices.
 - c. "Continuous service," as used herein, shall mean that city service on a twenty-four (24) hour per day, seven (7) day per week basis.
 - d. "Continued service," as used herein, shall mean that city service which is on seven (7) day per week basis, but is not a twenty-four (24) hour per day operation.
 - e. Continued and continuous service employees scheduled to work Saturday and Sunday as part of their normal workweek will be paid on a straight time basis.
 - f. Continued and continuous service employees shall be provided a one half (1/2) hour paid lunch break during which time they are held as on duty and available.
 - g. Double time shall be paid for overtime hours worked on the holidays specified in the first paragraph of Article 19 and on Easter Sunday.
8. The City recognizes that proper service cannot be given the public at any time that only one employee is in a library and a school in its area is not in session. In the event that such a situation should arise due to an unforeseen absence or emergency, the City will make every effort to provide personnel as soon as notified.

It is not the City's intent that the library employees will be alone in the libraries beyond 4:00 p.m. All library employees will have a regularly scheduled lunch period. When an employee is left to work alone during his break period or lunch period, he will be paid one and one-half (1-1/2) times the normal straight time rate for the period, as long as there are no employees on unexcused absence.

9. All work which is performed by Local #1917 bargaining unit employees during their regular workday will be offered to Local #1917 bargaining unit employees first when additional work is necessary.
10. Employees may elect to be paid for all overtime worked or elect to receive compensatory time. A maximum of one hundred fifty (150) hours shall be placed on the amount of compensatory time that may be accumulated. The one hundred fifty (150) hour maximum shall apply to overtime worked once converted to straight time hours. The employee has the option of taking compensatory time off or allowing his time to accumulate to a minimum of eight (8) hours and turn it in for cash payment. When converted to pay, compensatory time shall be paid at the rate in effect when payment is made. Upon termination of employment, Local #1917 employees shall receive full payment for their compensatory time. Employees will be allowed to accumulate standby hours in their compensatory time bank.

Compensatory time earned shall be reported to the department and/or division head on forms provided by the City. A record of compensatory time accrued shall be maintained by the department and/or division head. All requests for compensatory time off or payment shall be submitted to the department and/or division head for prior approval. Employees shall be permitted to utilize compensatory time unless its use would be unduly disruptive to division or department operations. In determining whether undue disruption occurs, the City

WORKING HOURS AND OVERTIME - Continued

will utilize as part of its guidelines the elements set forth by the U.S. Department of Labor, which are (1) Normal work schedule; (2) Anticipated work loads; (3) Emergency situations; and (4) Availability of substitute staff. It is understood that in making a decision to allow the use of compensatory time, department and/or division heads will consider all of these factors and make every attempt to accommodate requests for compensatory time use. Requests for compensatory time will be considered in the order made. Compensatory time is not intended to be used for sick leave purposes. An employee's compensatory time use is limited to the number of hours he has accrued in his compensatory time bank.

- D. When an employee agrees to hold himself available for possible emergency call back to work outside his regularly scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the City as to where he may be reached, he shall be compensated at the base rate of one (1) hour pay for weekday standby, one and one half (1-1/2) hours pay for Saturday standby, and two (2) hours pay for Sunday and holiday standby.

The City will determine which classifications and the number of employees who will be asked to stand by and will also determine the extent of the standby period which shall not, however, exceed one (1) week in length. Standby opportunity shall be determined in accordance with the posted overtime equalization list, unless some other procedure is agreed upon between the Union and the City.

- E. Employees who are unable to report for work due to extraordinary severe snow conditions will be permitted to charge their absence to sick leave or vacation.
- F. Sanitation Foremen's Early Release Work Schedule

After all rubbish route collections have been completed for the day including route inspections, one Sanitation foreman shall be released by the division head or authorized representative for the remainder of the day without loss of pay governed by the following conditions:

1. The foreman on early release will have answered all calls, fulfilled any scheduled office hours, and investigated any complaints about his routes or crews and will report to the office before leaving.
2. All his reports and paper work will be done.
3. Any inquiry or call that comes in after the foreman on early release has gone home will be handled by the remaining foremen.
4. This program will be on a rotating starting time basis involving all the foremen in the Sanitation Division. The foreman assigned to the facility will participate in the rotation for one week out of every four weeks.
5. The foreman on early release will be on this schedule for one week. His starting time will be the same as that of the Sanitation collection crews. This schedule will be posted in the foremen's office.
6. It is understood that one of the foremen's working hours will be 8:00 a.m. to 4:30 p.m.

WORKING HOURS AND OVERTIME - Continued

7. This system shall not be in operation when a foreman's position is vacant for extended periods of time and/or when a foreman is on sick or vacation leave.

If any provision of this early release work schedule is not complied with, the program shall be suspended and a special conference immediately arranged.

ARTICLE 18

SHIFT DIFFERENTIAL PAY

Premium pay for afternoon and midnight work is to be paid as follows:

1. Premium pay of five percent (5%) of base pay for afternoon shift work.
2. Premium pay of seven percent (7%) of base pay for midnight shift work.

Library and Parks and Recreation employees whose regular shift begins at 11:30 a.m. or later shall receive two and one half percent (2-1/2%) of base pay for all hours worked.

For the purposes of computing shift differential pay, "shifts" are defined as follows:

Afternoon Shift: Afternoon shift is hereby defined as any full-time shift commencing at the hour of 2:00 p.m. or between the hours of 2:00 p.m. and 6:00 p.m., which terminates not later than two (2) hours after midnight.

Midnight Shift: Midnight shift is hereby defined as any full-time shift commencing at the hour of 10:00 p.m. or between the hours of 10:00 p.m. and 4:00 a.m., which terminates not more than twelve (12) hours after the hour of 12:00 midnight.

ARTICLE 19

HOLIDAY PAY

Employees shall be paid for the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Friday after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Good Friday	Veterans Day	Day before Christmas
		Day before New Year's

1. If work is necessary on the above holidays, double time shall be paid plus the regular day's pay for all work performed on the calendar holiday only, except that employees of the Sanitation Division will receive time and one half plus the regular day's pay for working on Martin Luther King Day, President's Day and Good Friday.
2. When a holiday falls on a Saturday, employees not scheduled to work on such Saturday shall be given the last working day prior to the holiday off.

HOLIDAY PAY - Continued

3. When a holiday falls on a Sunday, the next working day shall be considered to be the holiday.
4. An employee must work on the regularly scheduled service 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 and/or division head.
5. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay.
6. Employees called in for work on a holiday shall be guaranteed a minimum of four (4) hours pay at the premium rate. Provided, however, that this clause shall not apply with respect to subsequent instances of call-in until the time period covered by the previous call-in has expired.
7. For working on a general election day, employees shall be paid their regular day's pay in addition to time and one half for all time worked. A minimum of six (6) hours work shall be guaranteed. Continued and continuous service employees not scheduled to work on a general election day shall receive an extra day's pay. Employees of the Information Systems Division will work Election Day at their regular rate, and for overtime work at time and one half, all such work subject to the six (6) hour minimum provided herein. Such employees will then have the day after election off at their regular rate.
8. Employees shall be entitled to five (5) floating holidays per year to be taken off with the approval of their supervisor. New employees shall be entitled to three (3) floating holidays after six months of service, and five (5) after one (1) year of service. Floating holidays for newly-hired employees which are not available for use until the month of December may be carried over for use in the following calendar year. The City shall not be required to approve the time off for the month of December for new hires only, provided permission will not be unreasonably withheld. This section shall not result in an employee receiving more than a total of five (5) floating holidays per calendar year, regardless of the bargaining unit to which his classification was assigned during that period.

Effective January 1, 2011 employees shall be entitled to three (3) floating holidays per calendar year to be taken off with the approval of their supervisor. New employees shall be entitled to two (2) floating holidays after six (6) months of service and three (3) floating holidays after one (1) year.

If an employee's anniversary date is such that he is not able to fully utilize his floating holidays prior to retirement, said employee shall receive payment for unused days at retirement. Employee must use the maximum days possible prior to retirement. Any cash payments under this provision are not includable in final average compensation.

9. Holiday pay for employees on continued or continuous service shall be one day's pay, including shift premium if any. This shall not apply to the floating holiday. Employees working any of the thirteen (13) holidays shall receive time and one-half (1-1/2) for all regular hours worked on the holiday. An employee shall be deemed to have worked on the holiday when his shift began on the holiday.

HOLIDAY PAY - Continued

10. Employees on continued and continuous service at the Waste Water Treatment Plant shall receive an extra day's pay for Easter Sunday whether or not they are scheduled to work on such day. Employees working on Easter Sunday shall receive time and one-half (1-1/2) for all regular hours worked on Easter Sunday. An employee shall be deemed to have worked on Easter Sunday when his shift began on Easter Sunday.
11. It is agreed that the employees shall have all general election days (City, State, and Federal) off with pay, except as otherwise provided above.

ARTICLE 20

VACATIONS

1. Vacation periods shall run from January 1st to December 31st each year.
2. All employees, except continued and continuous service employees at the Waste Water Treatment Plant, who have one (1) year of service are entitled to two (2) weeks paid vacation. Provided, however, that if an employee joins the city service prior to the beginning of the calendar year, he shall be permitted one (1) vacation day for every month of service in the previous calendar year, accumulating to a maximum of ten (10) days, which shall be taken during the following calendar year.
3. All employees, except continued and continuous service employees at the Waste Water Treatment Plant, with three (3) years of service shall be entitled to one (1) additional day of vacation. All employees, except continued and continuous service employees at the Waste Water Treatment Plant, with four (4) years of service shall be entitled to fourteen (14) days of vacation.

All employees, except continued and continuous service employees at the Waste Water Treatment Plant, with five (5) years of service shall be entitled to fifteen (15) days of vacation. Thereafter, employees will receive one (1) additional day of vacation for each additional year of service not to exceed five (5) weeks of vacation (25 working days).

4. Employees may take vacations any time of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time chosen is agreeable to the division and/or department head. Seniority shall be the prevailing factor in determining conflicting desires in accordance with the following procedures:
 - a. Employees may make application to their division or department head for vacation time off, in writing, by April 1st of each year, indicating at least a first and alternate choice. Vacation periods at the Waste Water Treatment Plant shall be split with ten (10) days to be taken between April 1st and September 30th and ten (10) days to be taken between October 1st and March 31st. Any additional vacation entitled to the employee may be taken at any time of the year, provided that the time chosen is agreeable to the division and/or department head. Application for such split vacation at the Waste Water Treatment Plant shall be made within one (1) week after the final selection of shifts and positions for that period.
 - b. In the event that more employees apply for time off than can be spared at a given time, city seniority will be the basis for resolving priority of applications.

VACATIONS - Continued

- c. Each employee will be given a written disposition of his request within five (5) working days of the vacation application closing date. Approved vacation time off will not thereafter be cancelled or changed without the mutual consent of the Employer and the employee.

If no written disposition is received by the employee within the time limit, vacation will be considered approved.

- d. All requests for vacation made after April 1st will be handled on a first come first served basis and seniority will not be a prevailing factor.
 - e. An employee will be considered on vacation from the end of the shift on the last regular workday worked until he reports for work on the first regular workday after his vacation.
 - f. The City will allow the use of vacation days accumulated in the previous calendar year for maternity leave purposes.
 - g. Any vacation time off not scheduled by an employee by October 1st of each year may be scheduled by the City.
5. No employee shall be permitted to bank his vacation from one year to the next (except any employee who is off due to illness of any nature or maternity leave during his regularly scheduled vacation may carry over a maximum of two (2) weeks if he cannot reschedule his vacation), and December 31st of each year shall be considered as the end of vacation opportunity for the year. All vacation periods will be paid under the same provisions and in the same manner as though the employee had worked his normal workweek. Employees must take vacations. However, vacation time accruing on or after December 1st may be applied to vacation accruing the following year.
6. Continued and continuous service employees at the Waste Water Treatment Plant shall receive two 10-day vacations upon the completion of one year of service. Such employees shall receive two 11-day vacations after eleven years of service; two 12-day vacations after twelve years of service; two 13-day vacations after thirteen years of service; two 14-day vacations after fourteen years of service; and two 15-day vacations after fifteen years of service.
7. The vacation schedule for all employees, except continued and continuous service employees at the Waste Water Treatment Plant, shall be as follows:
- 1 through 3 years of service.....2 weeks vacation
 - 4 through 10 years of service.....3 weeks vacation
 - 11 through 15 years of service.....4 weeks vacation
 - 16 through 20 years of service.....5 weeks vacation

It is agreed and understood that the above schedule will not adversely impact on any affected current employees, and that members shall retain all rights to remain on their previous schedule until the contract schedule would benefit them. All new members coming into the bargaining unit after July 1, 1985 will be subject to the above schedule.

VACATIONS - Continued

8. All employees with twenty-one (21) years of service or more shall be entitled to one additional day of vacation for each year of service to a maximum of five (5) additional vacation days.
9. Approval of vacation requests shall remain to be discretionary by the department head, however, approval will not be unreasonably withheld. The department head will be required to indicate his reasons, in writing, for disapproving scheduled vacation requests. Unreasonable denial of vacation requests will be subject to the grievance procedure.
10. Vacation credits shall be earned proportionately over the period of each year and accordingly unused accumulated vacation time shall be prorated upon the separation, termination or retirement of an employee.
11. If an employee's anniversary date is such that he is not able to fully utilize his vacation days prior to retirement, said employee shall receive payment for unused days at retirement. Employee must use the maximum days possible prior to retirement. Any cash payments under this provision are not includable in final average compensation.

ARTICLE 21

INSURANCE

The benefits in this article shall apply to the employee, the employee's spouse, and the employee's dependent children; and shall also apply to the retiree, the retiree's spouse, and the retiree's dependent children. The cost of these benefits for employees is to be borne fully by the City.

1. All employees covered by this Agreement shall be provided with the Michigan Hospital and Medical Service Plan, or its equivalent, known as "MVF-1" with "Master Medical" and also the following riders: D45NM, F-FC, SA-SD, PD-EL, MM-M, and MM-AL. The annual deductible for one person members under Master Medical shall be two hundred fifty dollars (\$250.00), the annual deductible for two or more person members under Master Medical shall be four hundred dollars (\$400.00) for current employees and also individuals in the bargaining unit who retire after March 27, 2007.
2. The prescription drug rider shall be a five dollar (\$5.00) prescription deductible for generic prescriptions, and a twenty dollar (\$20.00) deductible for non-generic prescriptions for current employees and also individuals in the bargaining unit who retire after March 27, 2007.

Employees hired before January 11, 2000, who retire from the City of Warren with a regular service retirement immediately payable upon their retirement, the City will pay one hundred percent (100%) of the C.O.B.R.A. rate toward the premium of the health care insurance. Regular service retirement is defined as follows:

- Employees who leave the employ of the City at or after age 55 with a minimum of eight (8) years of actual service.
- Employees who leave the employ of the City at or after age 50 with twenty-five (25) years of service.
- Employees who leave the employ of the City with thirty (30) years of service at any age.
- Surviving spouse of a deceased employee with twenty-five (25) years of service before age 50.

INSURANCE - Continued

- Employees hired after January 11, 2000 who retire earlier than age 60 with a reduced benefit, or who elect a deferred retirement shall not have health care benefits paid for by the City of Warren.
3. The Hospital and Medical Service Plan shall provide coordinated coverage between any available Federal program (Medicare), benefit, or plan which will in total result in benefits at least the same as those provided under the Blue Cross-Blue Shield Plan presently in effect at no cost to the retiree.
 4. The Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premiums paid for by the City. One annual routine "non-diagnostic" pap test shall be provided at no cost to the employees and retirees which shall not include the cost of the office visit. One annual routine "non-diagnostic" mammogram or prostate exam by a physician and diagnostic facility participating in the City's plan shall be provided to employees and retirees, not to include the cost of the office visit. Should the exams be administered by a non-participating physician or diagnostic facility, the City shall pay for a portion of the exams which shall not exceed forty dollars (\$40.00) and not include the cost of the office visit. The City shall pay for well visits up to fifty dollars (\$50.00) annually.
 5. The City shall have a clause or rider added to the Hospital and Medical Service Plan which will prevent payment for duplicate coverage in cases where both the employee and a spouse or dependent are eligible for such coverage.
 6. All employees covered by this Agreement shall be offered a Health Maintenance Organization Plan as an option to the current Blue Cross Plan. It is understood, however, that should the cost of such plan rise above the cost of the current Blue Cross Plan, the employee will pay the difference. All employees shall be advised of this stipulation in writing along with the policy duration at the time of enrollment. Employees covered under the Health Maintenance Organization Plan shall receive the optical and prescription drug riders available through such plan. Employees hired after March 27, 2007, will only be allowed to enroll in HAP or a city designated HMO (no choice). Effective with the ratification date of January 1, 2011, employees will be allowed to participate in all health plans offered by the City included in this agreement.

Effective upon the ratification date of January 1, 2011, the City shall provide Community Blue – 3 with the following deductibles, co-insurance and co-pays:

- | | |
|------------------------------|--|
| A. Calendar Year Deductible: | \$250/\$500 In Network
\$500/\$1,000 Out of Network |
| B. Co-Insurance: | 20% with Max \$1000/\$2000 In Network
40% with Max \$3000/\$6000 Out of Network |
| C. Office visit Co-Pay: | \$20 In Network |
| D. Emergency Room Co-Pay: | \$100 (Co-pay is waived if admitted or for an accidental injury) |

The City shall provide a prescription drug rider provided for all plans under the contract as follows:

- A. 90 day retail pharmacy plan: 2x generic, 2x brand.
- B. Three tier co-pay option: \$5.00 Generic/\$25.00 preferred brand (formulary) \$50.00 non-preferred brand (non-formulary) and lifestyle drugs.

INSURANCE - Continued

It is understood that the benefits will remain the same, except as altered by law, as they were on the ratification date of November 23, 2010, which includes the riders for Lasik, Holistic, and Chiropractic which were added to the Blue Cross/Blue Shield Community Blue 3. Should any improvement from a law be repealed, the benefit will revert to the previous benefit.

7. All eligible retirees in this Bargaining Unit will be required to enroll in Medicare Part A and B at their expense. City will reimburse the member only (spouse and any other dependents are not eligible for this Part B reimbursement).
8. The City provided Health Maintenance Organization (HMO) will mirror all applicable co-pays as provided for in Community Blue -3. The City reserves the right to discontinue the HMO at its discretion, should enrollment fall below 50 active employees city wide.
9. The health insurance benefits provided for in this contract are subject to the terms and conditions of the medical insurance plan selected by the employee. The terms and conditions of the HMO's provided for in this article and the City of Warren Medical Benefit Plan dated October 1, 1986, and the Operating Agreements which have been provided to the Union are incorporated into the contract by reference. The benefits provided by the City of Warren Medical Benefit Plan dated October 1, 1986 shall not be less than the benefits provided by the terms and conditions of the Blue Cross Plans referred to in this article, but in the event any benefit of the City of Warren Plan is less than a benefit of said Blue Cross Plans, the City shall provide such improved benefit.
10. Employees hired before the 25th of the month shall receive medical insurance coverage on the 1st of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the 1st of the second month following date of hire, subject to the terms and conditions of the plans as provided.
11. Notwithstanding anything herein to the contrary, any employee in the bargaining unit may elect to waive coverage under the health insurance policies provided herein. An employee waiving health insurance coverage shall complete and file with the City such documents as the City may require. The election shall be filed prior to the beginning of the insurance policy "plan year" which is being waived. An employee who waives health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period; provided however, an employee, subject to policy requirements and conditions at the time he exercises the election, may reinstate his health insurance in the event coverage provided by his spouse is terminated.
 - A. The City will pay a three thousand dollar (\$3,000.00) cash per year incentive to eligible employees who elect to decline the City's health insurance plans during the entire year. Employee may elect to participate in the City's dental program, if so; their waiver incentive will be reduced by the applicable dental premiums. The payment will be paid to eligible employees in December of each year. Employees who decline coverage during the year will receive the sum of two hundred fifty dollars (\$250.00) per month payable in December of each year for each full month they did not have coverage.
 - B. This will also be provided to eligible retirees. Their eligibility for this benefit will end when they become Medicare eligible.
 - C. Employees will be eligible to decline coverage consistent with the criteria established by the City and its insurance carrier.

INSURANCE - Continued

D. Employees will be able to re-enroll in the City's medical plan when they were covered by another health insurance plan (as defined by H.I.P.P.A.) and lose that coverage as a result of an event such as the loss of eligibility of the other coverage, termination of employment, reduction in the number of hours of employment, employer contribution towards the other coverage was terminated or exhaustion of C.O.B.R.A. continuation coverage. Employees must notify the employer prior to or within thirty (30) days of termination of other coverage.

E. The parties recognize the City will be adopting a Section 125 Plan.

12. The City agrees to provide employees with a "cafeteria" selection of health, dental and optical coverage. This concept shall be mutually explored to determine what changes in existing coverages may be made by employees. As guidelines for such exploration, it is expressly agreed that the rules and regulations of the insurance carriers will control the scope of developing new plans, and that the parties intend that no additional cost or expense is contemplated by the "cafeteria" concept. The parties agree to the implementation of a cafeteria plan and Section 125 flexible benefit plan on a voluntary basis.

13. If any other City of Warren bargaining unit negotiates an improved hospital, medical, dental or vision insurance plan, Local #1917 employees will automatically receive that added benefit.

14. All employees hired after March 27, 2007 will participate in a medical health plan (individual retirement health and dental plan) in lieu of the City of Warren retiree health care. All present health insurance for retirement and dental and optical for retirees will be eliminated for employees hired after March 27, 2007.

15. A health retirement savings account is a program that allows employers to contribute monies on a tax free basis to accounts established by employees. It is designed to replace health, optical, and dental insurance for employees hired after March 27, 2007. These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service. The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements. The City at its sole discretion can determine which plan will be provided and the same plan will be provided to all non-union employees. A sum will be determined by the City which will be provided to the employees' accounts. After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses. Vesting will be ten (10) years under this plan. The parties agree that effective upon implementation of the plan, the employee will contribute 1% and the Employer will contribute 1% of their wage into the plan.

16. Life Insurance

Employees shall be provided with a death benefit plan or life insurance plan which shall contain accidental death and dismemberment coverage features. The full premium cost is to be borne by the Employer. The coverage shall be based upon each employee's base pay to the nearest one thousand dollars.

A. Contingent upon availability through a qualified insurance carrier, the City will provide "paid-up" insurance coverage for supervisory employees. The City will contribute an amount equal to the amount paid for "term" insurance toward securing such coverage. The employee, at his/her option, may secure additional coverage on a contributory basis. This program will expressly be subject to the rules and regulations of the insurance carrier. An employee may elect upon retirement, at his/her own expense, to convert their coverage from term insurance to whole life up to the amount that he/she had before retirement if it is available from the carrier and there is no cost to the City.

INSURANCE - Continued

- B. Effective August 14, 1990, employees covered by this Agreement shall receive life insurance in the face amount of five thousand dollars (\$5,000) upon their retirement. Effective March 27, 2007, employees covered by this agreement shall receive life insurance in the face amount of seven thousand dollars (\$7,000) upon their retirement
- C. All retirees shall receive life insurance in the face amount of seven thousand dollars (\$7,000.00) prospectively.
- D. All members will have an opportunity to voluntarily elect to purchase a \$100,000.00 term life insurance policy where the City will pay 50% of the premium. All 401(a) participants who currently contribute 4% and who have no death/disability benefit will have an opportunity to elect to purchase a \$250,000.00 term life insurance policy where the City will pay 50% of the premium.

17. Dental Insurance

All employees shall be covered by a 75/25 Delta dental insurance program, or its equivalent, whereby the City pays the premium for such plan. These benefits shall apply to the employee, the employee's spouse, and the employee's dependent children. The annual benefit limit for Class I and Class II benefits will be one thousand five hundred dollars (\$1,500.00). The lifetime maximum for Class III benefits shall be seven hundred fifty dollars (\$750.00).

All retirees shall be offered a 75/25 Delta dental insurance program, or its equivalent. These benefits shall apply to the retiree, the retiree's spouse, and the retiree's dependent children. It is understood, however, that the cost of these benefits is to be shared equally by the retiree and the City

18. Vision Insurance

All employees shall be covered by a vision insurance plan, unless provided to the employee by another City insurance program. Vision benefit of two hundred fifty dollars (\$250.00) maximum bi-annually available on January 1 of odd numbered years for members participating in the City's self insured or equivalent medical plan.

(The vision care coverage attached hereto is by way of example only and shall not be incorporated into the collective bargaining agreement.)

ARTICLE 22

SICK LEAVE

Paid sick leave will be granted without exception as provided in the following:

- 1. All employees of the City of Warren covered by this Agreement shall earn sick leave with full pay of one (1) normal service day of straight time for each period of service of one (1) month. Such sick leave shall accrue monthly and shall not exceed twelve (12) service days in any one fiscal year. Each employee shall be eligible to utilize his accumulated sick leave time after the completion of the first ninety (90) days of his probationary period.

SICK LEAVE- Continued

- 2.a. Employees hired prior to March 7, 1984 may accumulate sick leave to a maximum of two hundred twenty-five (225) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of his accumulated sick leave. Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank to be included in the employee's final average compensation. Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank. This paragraph shall not apply to employees participating in the defined contribution pension plan.
- 2.b. Effective for all employees hired between March 7, 1984 and February 9, 1988, sick leave days may not accumulate in excess of two hundred twenty-five (225) days for sick leave use purposes. Provided, however, pay out percentages shall be applied to a maximum bank of one hundred forty (140) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum) to be included in the employee's final average compensation. Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum). This paragraph shall not apply to employees participating in the defined contribution pension plan.
- 2.c. Effective for employees hired after February 9, 1988, sick leave days may not accumulate in excess of one hundred forty (140) days. Provided, however, pay out percentages shall be applied to a maximum bank of sixty-five (65) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of the accumulated sick bank (100% of 65 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 65 days maximum) to be included in the employee's final average compensation. Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 65 days maximum). This paragraph shall not apply to employees participating in the defined contribution pension plan.
- 2.d. For employees participating in the defined contribution pension plan, sick leave days may not accumulate in excess of twenty-seven (27) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of his accumulated sick leave (100% of 27 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 27 days maximum). Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 27 days maximum).
3. Before benefits will be paid under this article for an illness of three (3) days or more, the Employer has the right to require a physician's statement to verify the illness. The employee shall call in and report his absence at least one-half (1/2) hour before or after the beginning of his shift at a telephone number designated by the City.
4. A bonus day system will be provided which will allow a maximum value of twelve (12) days to be earned in accordance with the following formula:

SICK LEAVE – Continued

0 absences during a calendar year.....	12 days
1 absence during a calendar year.....	10 days
2 absences during a calendar year.....	8 days
3 absences during a calendar year.....	6 days
4 absences during a calendar year.....	4 days
5 absences during a calendar year.....	2 days
6 absences during a calendar year.....	0 days

Absence days counted will be sick leave or personal leave days, as well as absences when sick leave is not available or is otherwise not charged to sick bank. An employee who has been off less than ten (10) workdays, not necessarily consecutive, within a calendar year due to on-the-job injury will qualify for the bonus plan.

Annually, employees may use a maximum value of twelve (12) days of the bonus system by exercising one of the following options subject to the conditions provided therein:

a. Receive pay for days earned:

- (1) Request must be made prior to December 1 in the year following which the days were earned.
- (2) Payment shall be at the rate in effect when the money is drawn.
- (3) Bonus days paid will be deducted from the employee's sick bank.

b. Take off bonus days earned:

- (1) Days shall be taken the year following when they are earned.
- (2) The bonus days taken shall be deducted from the employee's sick bank.

c. Receive any combination of pay and time off subject to compliance with the procedures described in Options "a" and "b".

d. Pass up the bonus by having all days earned and not taken remain in the accumulated sick bank. Under this option, the bonus days off or any cash reimbursement is forfeited.

5. An employee who has one or more unexcused absences from work in a single, continuous calendar year period shall be subject to disciplinary action, as follows:

- a. 1st day of unexcused absence - written warning
- b. 2nd day of unexcused absence – 1-day suspension
- c. 3rd day of unexcused absence – 3-day suspension

SICK LEAVE – Continued

- d. 4th day of unexcused absence – 6-day suspension
- e. 5th day of unexcused absence - discharge

For purposes of this section, an "unexcused absence" shall mean the use of any leave day, unless approval has been granted by the supervisor as required by applicable provisions of this contract, or the use of any day by an employee for which he receives "no pay" because the employee had no authorized leave days to take. An "unexcused absence" shall not include an absence charged to sick leave, as long as the use of the sick leave complies with other requirements of Article 22 of this contract. In the event an employee is hospitalized, multiple consecutive days of absence shall be counted as a single day for purposes of this policy.

ARTICLE 23

SICKNESS AND ACCIDENT INSURANCE

- A. The City shall maintain a sickness and accident insurance plan providing employees participating in the defined benefit pension plan benefits equal to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the occurrence of the following events:
 - 1. First (1st) day of accident.
 - 2. First (1st) day of hospital confinement or outpatient surgery.
 - 3. Sixteenth (16th) workday of sickness.

Employees may utilize their sick, vacation and floating holidays for the first fifteen (15) days in cases of sickness where there is no hospital confinement.

On the sixteenth (16th) day of sickness, employees may choose to be covered by the insurance provided herein or, at their option, continue to utilize their sick, vacation or floating holidays. While receiving insurance benefits, employees participating in the defined benefit pension plan may choose to have a deduction of one quarter (1/4) of a sick, vacation or floating holiday for each day of benefits to supplement the insurance payments.

- B. The City shall provide a sickness and accident insurance plan for employees participating in the defined contribution pension plan providing benefits equal to fifty percent (50%) of their base pay, with the City contributing an additional twenty-five percent (25%) for a total of seventy-five (75%) percent base pay, not to be supplemented with one-quarter (1/4) sick, vacation, or floating holidays, for a maximum of fifty-two (52) weeks upon the occurrence of the following events:
 - 1. First (1st) day of accident.
 - 2. First (1st) day of hospital confinement or outpatient surgery.
 - 3. Sixteenth (16th) workday of sickness.

SICKNESS AND ACCIDENT INSURANCE - Continued

Employees may utilize their sick, vacation and floating holidays for the first fifteen (15) days in cases of sickness where there is no hospital confinement.

On the sixteenth (16th) day of sickness, employees may choose to be covered by the insurance provided herein or, at their option, continue to utilize their sick, vacation or floating holidays.

- C. The City will not pay the employee's accumulated sick leave, vacation days, or floating holidays without the written consent of the employee.
- D. When a holiday falls while an employee is on sickness and accident insurance, the city will pay one-half (1/2) day not chargeable to accumulated sick leave, vacation time or floating holidays.
- E. It is understood by the parties to this agreement that any cost charged by an employee's own doctor for filling out required forms to initiate or continue the benefits under Article 23 shall be the responsibility of the employee.
- F. Present practices with respect to the continuation of fringe benefits while utilizing sickness and accident insurance benefits will be retained.
- G. The City may assign or transfer an employee receiving sickness and accident benefits to any classification in the bargaining unit that he is capable of performing for the duration of the employee's disability resulting from accident, illness or injury. The employee shall be paid at the current rate earned by the employee in his classification prior to his transfer. Provided, however, no bargaining unit employee is displaced by this action. The City may periodically require the employee to be examined by physicians selected by the City.

ARTICLE 24

BEREAVEMENT LEAVE

1. In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) working days:

Sisters	Brother-in-law
Brothers	Son-in-law
Father-in-law	Daughter-in-law
Mother-in-law	Grandparents on both sides
Sister-in-law	Grandchildren

2. If the funeral services are to be held at a place located three hundred (300) miles or more from the City of Warren, two (2) additional working days shall be allowed or a total of five (5) working days without loss of pay.

3. In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days. The immediate family of an employee is defined as follows:

Husband	Mother
Wife	Stepmother

BEREAVEMENT LEAVE- Continued

Children
Stepchildren

Father
Stepfather

4. If a death occurs under these provisions while an employee is on vacation, upon notice his status shall be changed from vacation to bereavement leave.

ARTICLE 25

PERSONAL LEAVE

All employees are entitled to five (5) business or personal leave days per calendar year not to be accumulated from year to year. The personal leave days will be charged to sick leave.

Personal leave days may be taken only with the permission of the department or division head with three (3) days prior notice, except in cases of emergency.

ARTICLE 26

LEAVE OF ABSENCE

Eligibility Requirements

Employees shall be eligible for leaves of absence after their probationary period is completed.

Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for the leave of absence and the length of time of same.

Any request for a leave of absence shall be answered within ten (10) working days.

Paid Leaves

Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Witness Duty: Employees shall be granted a leave of absence with pay any time they are required by subpoena to report as a pertinent witness to appear in court in connection with their job or as a witness in a criminal or civil case when their presence serves the public interest. Payment shall be made for hours actually served as a witness plus reasonable commuting time in the same manner as jury duty. No payment shall be made to any employee whose usual job duties involve testifying in court. Employees shall be paid the difference between any witness fees compensation they receive and their regular wages for each day their service is required.

Military Leave: Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid the difference in salary that the employee would have earned with the City and that which he earns during the normal fifteen (15) day annual training period and/or any additional service required by the appropriate authorities due to civil disturbances. Provided, however, that the total service time for which employees will not suffer loss of pay shall not exceed thirty (30) days in any one year. This paragraph shall also apply to the City of Warren Police Reserves or Auxiliaries.

LEAVE OF ABSENCE- Continued

It is understood that the Employer shall not require reimbursement of monies received by the employee for military service on his regular workdays off provided the City is supplied with the military pay voucher necessary to verify rates of compensation.

In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the paid leave of absence was requested.

Unpaid Leaves

1. Leaves of absence for a period not to exceed six (6) months, except as otherwise provided herein, may be granted by the Employer for substantial reasons. The term "substantial reasons" shall be interpreted to include, but shall not be limited to, personal illness, injury, or other disability; family illness; active military service as specified below; union business as specified below; attendance required at a court trial; or education as specified below. Leaves of absence shall not be granted to permit an employee to engage in other employment or self-employment.
2. Union Business: Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence for the duration of their appointment.
3. Public Office: Employees elected or appointed to any public office which takes them from their employment with the Employer shall, upon written request of the employee, be granted a leave of absence for the duration of their appointment.
4. Education: After completing one (1) year of service, any employee upon request may be granted a leave of absence for educational purposes in accordance with the provisions of Paragraph 1.
5. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veterans Preference Act.
6. Employees shall accrue seniority while on an unpaid leave, but shall not be entitled to any fringe benefits during the period of the leave, nor shall they accumulate service time for purposes of fringe benefit computation, except as provided otherwise in the Veterans Preference Act.

ARTICLE 27

PROMOTIONS, TRANSFERS, DEMOTIONS AND WORKING IN A HIGHER CLASSIFICATION

Promotion - Any change of job classification regardless of the difference in pay which is not a demotion to a lower grade in the same classification series.

1. All eligible lists shall expire after a period of two (2) years. An employee's name shall be carried forward to updated lists for at least a four (4) year period.
2. Position vacancies within the bargaining unit shall be filled, if possible, by bargaining unit personnel and the order of such promotion shall be:
 - a. Personnel within a division.
 - b. Personnel within a department.
 - c. Personnel city wide.

Probationary employees shall not be permitted to transfer or promote to other positions, unless said probation is cancelled.

3. Position vacancies shall be filled, insofar as possible, by promoting bargaining unit personnel who have qualified for such positions according to the Civil Service Ordinance, its rules and regulations. In no case will a part-time employee be hired to fill a vacancy where such action would deprive a bargaining unit employee of such position.
4. An employee transferring or promoting to a classification shall serve a one hundred eighty (180) day probationary period.
5. In the event an employee does not successfully complete his probationary period, reasons for denial shall be provided in writing to the employee upon request. Such denial, however, shall remain discretionary on the part of the City.
6. Working in a Higher Classification

Members of the bargaining unit who are required to perform work of a higher classification shall be paid the maximum rate of pay of the job they are performing for all time worked on such job if in excess of one (1) hour. It is understood by the parties that job descriptions do not necessarily specify every duty required of an employee and that the same duties may be required of employees in several classifications not necessarily compensated at the same rate. Bargaining unit members shall be selected from the promotional eligibility list, if one is in existence, for "out-of-class" assignments to temporary vacancies in positions which the City intends to fill which are anticipated to exceed ten (10) days. Unless otherwise agreed to by the City and the Union, the employee assigned "out of class" must be in the same department (or division, if the employee is in a division) and shift. Employees must be at work, not on leave, and they must accept or reject immediately. The time spent working out of class shall not be credited towards probation in the event the employee is eventually appointed to the position on a permanent basis. The City will attempt to maintain promotional eligibility lists. If there are no bargaining unit members on the promotional eligibility list who are in the same division and shift as the temporary vacancy, or if the out-of-class assignment is for less than ten (10) days, the City shall have the right to assign non-bargaining unit employees to the work, whether or not they are on the promotional eligibility list.

PROMOTIONS, TRANSFERS, DEMOTIONS AND WORKING IN A HIGHER CLASSIFICATION - Continued

7. Pre-Professional Library Trainees who act as head of a library branch will be compensated at the rate of a Branch Librarian in charge of a branch.

ARTICLE 28

TRANSFERS

When an employee desires a transfer within his classification to another division or department, he shall register his request for such a transfer in writing with the Personnel Department. When an opening occurs within a given classification, the employee with the greatest seniority who places an application on file with the Personnel Department shall be given the opportunity of transferring. Provided, however, it is understood that promotion rights are superior to transfer rights.

ARTICLE 29

NEW CLASSIFICATIONS

- A. When a new classification is established by the Civil Service Commission, the parties shall meet in accordance with the special conference procedure specified in Article 13 to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the State Employment Relations Commission for determination.
- B. If the new classification is determined to be in the bargaining unit, the Labor Relations Director shall assign the classification to a salary or wage grade, and state the manner in which the classification will be filled and the series, if any, to which it will be assigned, after which he shall notify the Union. In the absence of any appeal by the Union within ten (10) working days of such notice, the classification and the pay rate shall be submitted to the City Council for approval. In the event of an appeal, the parties may negotiate for a suitable rate and manner for filling the classification in accordance with the procedure for special conference. The new classification may be filled pending resolution of the above matters at the pay rate proposed by the City. Should a higher rate be negotiated, such higher rate should be paid retroactive to the date the position was filled.

ARTICLE 30

WAGES

- A. Effective retroactive to July 1, 1980, the City will assume the responsibility for payment of those contributions of Local #1917 members of the City of Warren Employees Retirement System provided for in Section 2-230, Subsection (a), of the City of Warren Code of Ordinances. Contributions made by employees prior to that date will remain frozen and will be refundable upon termination as heretofore. Contributions made by the City pursuant to this Agreement on and after July 1, 1980 will not be refundable and will remain in the Retirement System.
- B. Effective retroactive to October 1, 1987, the City will assume the responsibility for payment of those contributions of Local #1917 members of the City of Warren Employees

WAGES- Continued

Retirement System to reduce or decrease the period for computing final average compensation (FAC) to two (2) years from three (3) years, not necessarily consecutive. Employees are to receive refund of contributions from October 1, 1987 in lump sum, exclusive of interest. The City shall begin reimbursing the Retirement System for the above employer contributions upon the next regular annual actuarial evaluation. Contributions made by the City pursuant to this Agreement on and after October 1, 1987 will not be refundable and will remain in the Retirement System.

- C. All classifications in the bargaining unit shall receive wage increases retroactively in accordance with the following schedule:

JULY 1, 2005 – 0.00 PERCENT
JULY 1, 2006 – 0.00 PERCENT
JULY 1, 2007 - 3.00 PERCENT
JULY 1, 2008 – 2.25 PERCENT

JULY 1, 2009 – 0.00 PERCENT
JULY 1, 2010 – 0.00 PERCENT
JULY 1, 2011 – 0.00 PERCENT

- D. Effective July 1, 2007:
Change Chief Heating Inspector (equal to other Chief Inspectors) to \$69,193
Building Plan Examiner \$3,500.00 increase
Adjustment will be made prior to cost of living and/or percentage increase.

It is agreed that for purposes of Article 30(E) the "Supervisor" of the "Senior Property Appraiser" classification is the "Deputy City Assessor."

It is agreed that for purposes of Article 30(E), the "supervisors" of the classifications are the "Assistant Director of Parks and Recreation" and the "Main Branch Librarian Supervisor."

- E. It shall be the policy of the City to provide a fair, equitable and competitive wage for those charged with the responsibility of supervising others in the City of Warren. Accordingly, the City shall maintain a differential between those persons being supervised and the supervisors equal to the differential presently existing. The calculation of the differential shall be on the percentage difference between established or traditional relationships, exclusive of cost of living allowance or step increases. The "base" from which the differential shall be measured will be the present base wage of the employee supervised and the supervisor's wage after the "automatic" wage increase and the equity adjustments have been implemented.

ARTICLE 31

COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be entitled to receive a cost of living allowance as determined below:

- A. The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for All Urban Consumers, U.S. All Cities as published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 equal 100) and hereinafter referred to as the index.
- B. Quarterly, each employee shall receive a one cent (\$.01) adjustment for each .4 increase in the index for all hours paid for during the previous quarter up to a maximum of eleven cents (\$.11) per quarter. Payment shall be made by the second payday following the close of each quarter and shall be computed upon the index published immediately prior to the quarter upon which the cost of living payments are based. For example, quarterly payments that are made based upon the hours paid for during the October 1 to December 31 quarter shall be computed based upon the September 30 index. It is to be understood that the basic index for each successive quarter shall be as of the end of the previous quarter.
- C. The amount of increase which has occurred as of December 31, 2005 and each six (6) months thereafter up to a maximum of nine cents (\$.09) per hour shall be added to the pay rate for each classification covered by this Agreement.
- D. Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost of living allowance in effect at the time shall be included in computing overtime, vacation, and holiday pay.
- E. Effective July 1, 2011, COLA will be eliminated.

ARTICLE 32

LONGEVITY

Longevity shall continue to be paid on the following basis upon completion of the years of service indicated:

- Two percent (2%) of base pay after five (5) years of service.
- Four percent (4%) of base pay after ten (10) years of service.
- Six percent (6%) of base pay after fifteen (15) years of service.
- Eight percent (8%) of base pay after twenty (20) years of service.
- Ten percent (10%) of base pay after twenty-five (25) years of service.

LONGEVITY- Continued

Effective July 1, 2005 the maximum amount to be paid at any level is set at three thousand one hundred dollars (\$3,100.00). Effective July 1, 2008 the maximum to be paid at any level is set at three thousand four hundred dollars (\$3,400.00).

Payment will be made with the first paycheck following completion of the service year.

Upon retirement or death, an employee will be entitled to receive a prorated longevity payment of one twelfth (1/12) of the annual longevity payment consistent with Article 42.

ARTICLE 33

DEFERRED COMPENSATION PLAN

All employees in Local #1917 shall be permitted to participate in the deferred compensation plan currently offered to other city employees.

ARTICLE 34

IMMUNIZATION SHOTS

The City will continue to provide tetanus and typhoid inoculations to employees whose jobs require such shots according to past practice.

ARTICLE 35

UNEMPLOYMENT COMPENSATION

The City agrees to pay hospitalization coverage to those employees who have been laid off under Article 15 and are drawing unemployment compensation under the State of Michigan unemployment compensation plan for the first ninety (90) days of layoff if the employee has sufficient benefit weeks accrued to qualify for this length of coverage. After the ninety (90) days, the employee shall have the right to continue coverage at his own expense in accordance with provisions of applicable Federal law, if any. Likewise, the City will pay life insurance coverage through the total benefit weeks that the employee has accumulated to a maximum of twenty-six (26) weeks. It is understood that although employees may be entitled to unemployment compensation under the State plan for separations other than layoffs, the above benefits apply only to employees who have been laid off.

ARTICLE 36

PENSION

Members of this bargaining unit participating in the Defined Benefit Pension plan shall have vested rights upon the attainment of eight (8) years credited service.

Employees with thirty (30) years of service may retire at full pension without regard to age.

A member with twenty-five (25) years of credited service may retire at age 50 with no decrease in benefits because of age.

Final average compensation shall mean the average of the two (2) highest years of annual compensation received by a member. Each year utilized in the computation shall begin and end with the same month. If a member has less than two (2) years of credited service, the member's final average compensation shall be the annual average compensation received by the member during the total years of service.

Any member of the bargaining unit retiring on or after July 1, 1991 shall not have payments for compensatory time and unused or accrued vacation included in final average compensation.

Employees to be allowed two (2) years from date of hire to "buy back" military service credit subject to the rules adopted by the City of Warren Employees Retirement System.

Any member of the bargaining unit shall be entitled to buy back City of Warren layoff time and/or prior service time from any State of Michigan Pension System or State of Michigan Municipal Pension System, which the preceding governmental unit recognized as equivalent to and qualifying for full-time retirement system credit, for purposes of accumulating years of service toward retirement. This option must be exercised by July 1, 1995. Payment of the employee's contribution shall be made in accordance with Ordinance 19, Section 25-212. Contributions made by the employee will not be refundable and will remain in the retirement system. It is understood that if retirement system credit is purchased under this provision of the collective bargaining agreement, a total combination of the number of years to be purchased of military service credit, City of Warren layoff time, and/or any credited service for CETA participation and preceding governmental service shall not exceed six (6) years.

Optional Annuity Withdrawal: Any member of the bargaining unit who retires may elect, not less than thirty days or greater than ninety days prior to the effective date of retirement, to be paid the total accumulated contributions (excluding interest, military buy back and CETA buy back contributions) in the reserve for employee's contributions. If a member makes such an election, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guarantee Corporation for immediate annuities.

The parties agree that the de facto operation of the Retirement System for the General Employees of the City of Warren, since at least July 1, 1982, consists of a defined benefit plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which plans have been treated by the parties to this Agreement and the Board of Trustees of the General Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the General Retirement System. It is agreed that, other

PENSION - Continued

than additional administrative and processing costs which shall be borne by the General Retirement System, the actions required by the City pursuant to this Section shall not result in additional costs to the Employer of the Pension Fund.

Effective September 1, 1994, retirees shall have fifty percent (50%) of their total monthly premium for dental insurance deducted from their monthly pension check, provided they elect such coverage. The remainder of the dental insurance premium shall be paid as hereinbefore provided for health insurance. Retirees shall continue to receive all health insurance benefits as currently detailed in Article 21.

The City agrees to give employees covered by this contract the benefit of any changes to Ordinance 19.

The pension ordinance shall be changed to reflect the agreement of the parties in Article 30, Section A.

Effective January 11, 2000, all newly-hired members of the bargaining unit shall receive retirement benefits through the 401(A) defined contribution pension plan. Such new hires will not be entitled to the retirement benefits provided in the defined benefit pension plan. Such defined contribution pension benefits shall be in lieu of all City of Warren charter and/or ordinance pension entitlements. The vesting schedule for new hires applied to the defined contribution pension plan shall be twenty percent (20%) per year with full vesting upon completion of five (5) years of service. All city contributions shall be allocated to the savings oriented model portfolio until the new employee is fully vested in the defined contribution pension plan. All new employees joining the service of the City after January 11, 2000 will be provided the 401(A) defined contribution pension plan with the following funding options:

10% CITY CONTRIBUTION

4% EMPLOYEE CONTRIBUTION

While the 401(A) defined contribution pension plan benefits are mandatory for new hires, the benefits shall be an option for current members who may choose to convert their defined benefit pension right to the defined contribution pension plan. Said plan shall be in lieu of the defined benefit pension plan benefits. The conversion of benefits to the defined contribution pension plan shall be done, using the actuarial equivalent of the pension payable at the earliest eligibility date for normal retirement, reduced to the present value at the time of the transfer. Other assumptions for valuation include the use of the 1984 group annuity mortality table with a 50/50 unisex mix. Values are discounted to current age, using only interest at 7.5%. Final average compensation for purposes of computing transfers shall be calculated as follows:

0 to 3.0 YEARS CREDITED SERVICE – CURRENT BASE PAY PLUS 5%

3.1 TO 9.0 YEARS CREDITED SERVICE – CURRENT BASE PAY PLUS 10%

9.1 TO 18.0 YEARS CREDITED SERVICE – CURRENT BASE PAY PLUS 15%

18.1 OR MORE YEARS CREDITED SERVICE – CURRENT BASE PAY PLUS 19%

Current base pay is defined as base wages, as modified by this agreement including all percentage increases and wage inequities in effect at the time of conversion. It shall also include any step increases from the pay plan and any other base pay adjustments in effect at the time of conversion.

Current members who elect to transfer to the 401(A) defined contribution pension plan shall be eligible for immediate unconditional vesting and will have the following funding options:

15% CITY CONTRIBUTION

3% EMPLOYEE CONTRIBUTION

PENSION - Continued

The City will pay one hundred percent (100%) of the C.O.B.R.A. rate toward the premium for health care insurance for current members transferring from the defined benefit pension plan to the 401(A) defined contribution pension plan who retire from the City of Warren under the following conditions:

1. Employees who leave the employ of the City at or after age 55 with a minimum of eight (8) years of actual service.
2. Employees who leave the employ of the City before age 55 with a minimum of eight (8) years of actual service will be eligible at age 55.
3. Employees who leave the employ of the City at or after age 50 with twenty-five (25) years of service.
4. Employees who leave the employ of the City before age 50 with twenty-five (25) years of service will be eligible at age 55.
5. Employees who leave the employ of the City with thirty (30) years of service at any age.

The City shall provide a voluntary employee benefit association (VEBA) trust as a disability fund for the defined contribution pension plan. A member who transfers into the defined contribution pension plan shall retain the same disability pension benefit as presently exists, however, the City shall have the option of substituting a disability insurance policy with a benefit that is equivalent to the amount of a disability pension that the member is entitled to under the defined benefit pension plan. The full premium cost shall be borne by the City, and maintained in effect until the date the member leaves the employ of the City or retires. The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401(A) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. The member, at his option, may secure additional coverage on a contributory basis under a Section 125 flexible benefit plan. This program will expressly be subject to the rules and regulations of the insurance carrier.

The City agrees that the funding level of the defined benefit pension plan will not fall below the most recent actuarial report evaluation dated June 30, 1996.

The defined contribution pension plan shall include investment manager options and investment options for members to direct their accounts with regular accounting of member accounts.

The Board of trustees for the defined contribution pension plan shall consist of the controller, or his designee; one (1) mayoral designee; one (1) City Council designee; and two (2) members to be selected from and elected by the membership of the defined contribution pension plan.

Any persons retiring under the provisions of the City of Warren employees retirement ordinance who is receiving a service retirement and is re-employed by the City in the capacity of a part – time employee working no more than six hundred fifty (650) hours, not to exceed one year from time of retirement, shall during the period of his re-employment continue receiving payment of his pension; provided that such person shall not earn any additional pension credits during his period of re-employment and shall not participate in the Defined Contribution Pension Plan. In no event shall this provision be used for the purpose or intention of undermining the union, nor to discriminate against any of its members. This provision may be extended from year to year with permission of AFSCM Local 1917.

The City will provide a Buy Out incentive up to \$25,000 maximum for those employees eligible for retirement as described in Appendix B. Employees accepting Buy Out must execute the Release Agreement.

The parties agree that they will not propose any decreases or increases in the Defined Benefit and the Define Contribution benefits which will last for the duration of this contract.

Effective July 1, 1991, the 2.25% annuity factor shall be increased to 2.50%.

LETTER OF UNDERSTANDING/ARBITRATION SETTLEMENT

ARTICLE 37

ALLOWANCES

UNIFORM ALLOWANCE

Employees covered by this Agreement who are required by the Employer to wear a uniform will be credited with a one hundred ninety dollar (\$190.00) per year uniform allowance which may be accumulated from year to year. Employees may purchase work shoes from such allowance. Each employee will be provided with a voucher as of July 1 each year that he may use to obtain his uniform from a designated uniform supplier. Uniforms are to be obtained on the employee's own time. The source, style, and color of the uniform are to be determined by the Employer. Two (2) smocks per year will be provided to Library employees with the source, style, and color to be determined by the Employer. The City will continue to provide rainwear and safety gear to employees whose jobs require such gear according to past practice. The City will provide identification badges to employees whose jobs require such badges. The parties agree that they will meet in special conference to discuss application of the City's uniform policy to foremen.

PHONE ALLOWANCE

Employees whose jobs call for formal communication in order to perform the duties required in their classification shall be reimbursed the amount of the telephone call.

MONTHLY MILEAGE ALLOWANCE

Employees shall be paid an amount equal to the mileage allowed by the Internal Revenue Service for the use of their personal cars for city business. It is understood and agreed that should the Internal Revenue Service increase the amount for tax purposes, employees will immediately receive the new amount automatically. Employees using their personal vehicles for city work shall provide management with proof of insurance for public liability and property damage, and further, shall immediately notify management should such coverage be discontinued for any reason or should the employee's drivers license be suspended, denied or revoked.

UNIFORM/CLEANING

All classifications in the bargaining unit shall receive one thousand dollars (\$1000.00) uniform/cleaning allowance, not folded into base pay or final average compensation. Shall be paid retroactively for July 1, 2005 and July 1, 2006.

RESIDENCY

Any member of the bargaining unit may reside outside the City of Warren. No employee shall drive a city vehicle for purposes of commuting to and from work if he resides outside the City of Warren.

LEGAL SERVICES

The City shall provide employees with the legal benefits of the My Lawyer "Family Plan" legal services. My Lawyer to be eliminated beginning July 1, 2011. The City will provide My Layer at the employee's expense if requested.

BUY AMERICAN PLEDGE

The City and Union agree to the Buy American pledge as described in Appendix C.

ARTICLE 38

EDUCATIONAL INCENTIVE PROGRAM

The City will reimburse employees for educational costs incurred in furthering necessary or desirable educational objectives, subject to the following criteria and conditions:

A. The employee shall obtain prior approval for any educational program from his department head.

B. The course or program must be reasonably related to the employee's work or assignment, or reasonably related to a promotable position with the City of Warren.

C. The employee must complete the course or program with a satisfactory grade. Evidence of successful completion must be submitted along with the request for reimbursement.

D. The City will pay a maximum of one thousand dollars (\$1000.00) per calendar year for educational improvement per employee.

E. In addition to the Educational Incentive Program, the City will continue to provide necessary technical training, including seminars, when such training or seminars, in the opinion of management, are necessary to obtain or maintain skills needed in the employee's work. The City shall pay the entire cost of providing such technical training.

F. Any member who has attained a Master's Degree, equivalent post graduate degree from an accredited college or university, or CPA designation with five (5) years of service in the City shall receive the sum of one thousand (\$1000.00) dollars per year payable the first pay in July.

Any member who has attained a Bachelors degree from an accredited college or university with five (5) years of service in the City shall receive the sum of five hundred fifty (\$550.00) dollars per year payable the first pay in July.

Any member who has attained an Associates degree from an accredited college or university with five (5) years of service shall receive the sum of four hundred (\$400.00) dollars per year payable the first pay in July.

Effective July 1, 2007 a Master's degree, equivalent post graduate degree from an accredited college or university, or CPA designation shall increase to \$1200.00, a Bachelors degree shall increase to \$750.00.

Payment for education bonuses for a masters and bachelors to be made where the degree is related to a member's job. If a Bachelors or Master's degree is not relevant to a person's job, they will receive credit for an Associates degree. Payment shall not be made for more than one degree.

ARTICLE 39

BREAKS

Each employee covered by this Agreement shall be entitled to a fifteen (15) minute work break for each one half shift. An employee scheduled for one half shift of overtime shall likewise be entitled to a fifteen (15) minute work break.

ARTICLE 40

ON-THE-JOB INJURY

The City of Warren will continue to pay the difference between workers' compensation and base pay to each employee qualifying under this section up to six (6) months. This may be referred to the City Council through the Union for additional time. It is not intended that employees receive more than a full year's pay as a result of this clause in conjunction with the vacation plan.

The Employer will not pay such an employee his sick day bank without his written consent.

An employee who has been incapacitated for his regular work by injury or compensable occupational disease while engaged by the City will be employed when there is a job opening for which he is qualified in this bargaining unit.

ARTICLE 41

DEFINITION OF GENDER

It is the intent of the parties that the use of masculine pronouns throughout this Agreement was merely an attempt to simplify the language and should not be denotative of a discriminatory intent.

ARTICLE 42

GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political or union affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer, or any Employer representative, against any employee because of union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause.

The Employer will provide notice to an employee within a reasonable amount of time prior to disclosure of personnel and all employee records under the Michigan Freedom of Information Act.

As a result of the execution of this contract, no employee shall suffer the loss of any benefit established or enjoyed prior to these negotiations and not otherwise dealt with in this contract.

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action permissible by law shall be taken to render such ordinance or resolution compatible with this Agreement.

GENERAL PROVISIONS- Continued

Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing of a political, libelous, or derogatory nature shall be posted on such bulletin boards.

AFSCME 1917 acknowledges that the use of illegal substances is a crime and if a member engages in such conduct at the workplace, disciplinary measures may be imposed as set forth in the collective bargaining agreement.

If a member has been an active employee (on the payroll with benefits) through the 15th day of any such month, for the purposes of any and all benefit calculations relevant hereto, a member shall be considered to have worked a full month.

ARTICLE 43

VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of Local Union #1917 and Council #25 shall have full and free access to the premises of the Employer at any time during working hours to conduct union business.

ARTICLE 44

NEGOTIATION MEETINGS

With respect to negotiation meetings between the City and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiation teams for both sides are substantially even in terms of number of members. Accordingly, the parties agree that in future negotiations neither the City's team nor the Union's team will exceed five (5) in number. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during usual working hours on the Employer's premises without loss of pay to the Union's negotiators.

ARTICLE 45

REOPENING OF CONTRACT

It is hereby agreed by the Employer and Local #1917 that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon the agreement of both parties.

ARTICLE 46

TERMINATION

This Agreement shall become effective as of its date of execution and shall continue in full force and effect until 11:59 p.m., June 30, 2012. Across-the-board wage increases and classification adjustments including overtime shall be retroactive as provided heretofore. There shall be no retroactive adjustments for any former employee. This Agreement shall be automatically renewed from year to year

TERMINATION- Continued

thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date of this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination of this Agreement.

ARTICLE 47

CONTINUED IN FORCE

In the event that negotiations for a new contract are still in progress or negotiations have not yet begun on the expiration date of this contract, its terms will continue in full force and effect until a new agreement is ratified.

Miscellaneous – Benefits of this tentative agreement shall apply to all Local 1917 members, unless previously received as a member of another bargaining unit.

The City shall prepare and print new bargaining agreements within six (6) months of ratification.

The Waste Water Treatment Plant's Letters of Understanding will be incorporated into the extension agreement and the parties will continue to negotiate the transition in the Waste Water Treatment Plant.

MEMORANDUM OF UNDERSTANDING

RE: WAGES, COLA, AND OTHER ECONOMIC BENEFITS

A. This Memorandum of Understanding on economic benefits constitutes an addendum to the current collective bargaining agreement recently negotiated by the parties and shall be subject to the grievance procedure and arbitration clause set forth in that Agreement. This Memorandum shall supercede any specific provisions of the collective bargaining agreement that are inconsistent with the terms and intent of this Memorandum. In executing this Memorandum, it is the intent of the parties to resolve their respective economic demands by reference to the resolution of the same economic issues as decided by agreement between the Employer and Local #1250, AFSCME and/or Local #412, UAW for the following Articles in the Local #1917, AFSCME contract: Article 18, Shift Differential Pay; Article 19, Holiday Pay; Article 21, Insurance; Article 22, Sick Leave; Article 23, Sickness and Accident Insurance; Article 25, Personal Leave; Article 30, Wages; Article 31, Cost of Living Allowance; Article 32, Longevity; Article 36, Pension; and Article 37, Allowances (Uniform, Phone, and Monthly Mileage); and any changes in residency provisions. Because of the pending dispute about which "pension benefits" are covered by the Local #1250 contract, for purposes of clarification it is agreed that the "me-too" clause shall apply to whatever pension and other benefits are eventually included in the Local #1250 contract. "Monthly Auto Allowance" is not covered by the "me-too" clause.

B. It is understood that the matter of wages, cost of living allowance, and other economic benefits set forth herein (if increased only) shall be incorporated into the collective bargaining agreement by appropriate language at such time as said matters are resolved in accordance with this Memorandum of Understanding.

C. It is expressly agreed and understood that all employees in the bargaining unit shall be granted any increased economic benefits granted or awarded to Local #1250, AFSCME and/or Local #412, UAW for the Articles set forth herein, and all such benefits shall be retroactive to the same extent as provided for in the Local #1250 and/or Local #412 contracts. Such retroactive benefits shall be paid to all employees of this bargaining unit in exactly the same manner and at the same time as required by the new Local #1250 and/or Local #412 contracts.

For the Employer

For the Chapter

DATED: May 26, 1995

APPENDIX B

Buy-Out Agreement

Eligibility Rules

- **YEARS OF SERVICE**

- Must be eligible for a Normal Retirement by March 1, 2011.

- **RETIREMENT INCENTIVE**

- \$1,000 paid for each whole year of City service worked by March 1, 2011 up to a maximum of \$25,000.
- Retirement incentive pay will **NOT** increase an eligible employee's Defined Benefit (DB) Final Average Compensation (FAC), or their Defined Contribution (DC) pension.
- Incentive payments are subject to normal tax withholdings. 457 contributions are allowed pursuant to IRS rules.
- Retirees must elect this program within 30 days after ratification.
- Employees electing to retire under this provision who were eligible prior to signing of this agreement or become eligible during the "open window" period must retire within thirty (30) days after selecting to participate in this program, except for employees whose seniority dates fall between October 1, 2010 and March 1, 2011 will be allowed to work until their seniority date. Those employees who retire under this Buy Out provision, shall be provided with the health insurance benefit pursuant to the collective bargaining agreement in effect on June 30, 2009.
- Employees electing to retire under this provision are entitled to 21 days to consider the Release Agreement. If the full 21 days has not elapsed at the time the employee signs the agreement, the employee acknowledges that they have knowingly and voluntarily chosen to sign the agreement before the expiration of the 21 day period.

APPENDIX C

BUY AMERICAN PLEDGE

This Letter of Understanding is made and entered into this 23rd day of November, 2010, by and between the City of Warren (hereinafter "City") and AFSCME Local 1917(hereinafter "Union").

Both parties recognize that a significant portion of the City's tax base is comprised of commercial activity related to the automotive industry.

Further, both parties recognize the importance of supporting the domestic automotive industry and that a healthy domestic automotive industry is good for both parties to this Letter of Understanding.

Based upon the foregoing, the City and Union mutually agree to the following policy that will be implemented immediately:

Buy American – The parties agree that in an effort to support the domestic auto and supplier industry and dealerships help revitalize the U.S. auto industry, every time any bargaining unit member purchases or leases a domestically made Chrysler, General Motors or Ford Motor Company vehicle while this Letter of Understanding is in effect, the City shall purchase and convey to said bargaining unit member one \$100 United States Savings Bond in his/her name , up to a maximum of two (2) vehicle purchases.

This Letter of Understanding shall commence immediately and shall be incorporated by reference into future collective bargaining agreements.

This is the entire agreement by and between he City of Warren and the Union. This agreement shall set no precedent nor shall this agreement be indicative of how the parties have either handled similar issues in the past or how they will be handled in the future. Further, this agreement does not diminish or modify any other rights given to either party under the collective bargaining agreement.