

3216

6/30/97

**CITY OF MADISON HEIGHTS
AGREEMENT WITH
TEAMSTERS LOCAL #214, DPS**

JULY 1, 1994

THROUGH

JUNE 30, 1997

Madison Heights, City of

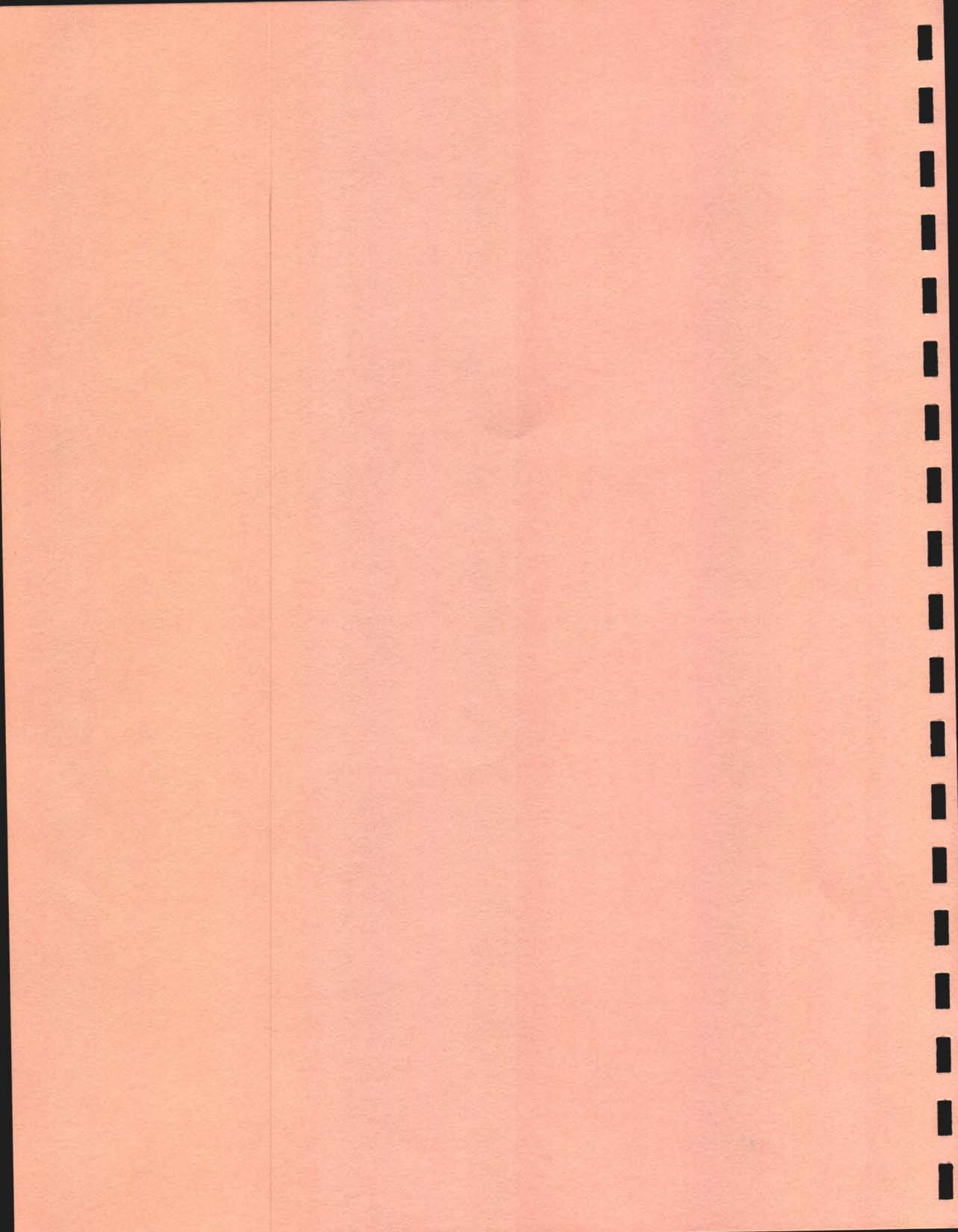


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AGREEMENT WITH TEAMSTERS

LOCAL #214

FOR

STREETS, SANITATION, WATER, SEWER, MOTOR POOL,

PARKS MAINTENANCE LABORERS & CUSTODIAL STAFF

JULY 1, 1994 THROUGH JUNE 30, 1997

THIS AGREEMENT, MADE AND ENTERED INTO THIS 18th DAY OF December, 1995, BY AND BETWEEN THE CITY OF MADISON HEIGHTS, LOCATED AT 300 WEST THIRTEEN MILE ROAD, MADISON HEIGHTS, MICHIGAN 48071, PARTY OF THE FIRST PART, AND HEREINAFTER TERMED THE "CITY" AND LOCAL UNION NO. 214, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, LOCATED AT DETROIT, MICHIGAN, PARTY OF THE SECOND PART, HEREINAFTER TERMED THE "UNION".

WHEREAS: THE PARTIES HERETO ARE DESIROUS OF PREVENTING STRIKES AND LOCKOUTS AND OTHER CESSATIONS OF WORK AND EMPLOYMENT; AND OF MAINTAINING WORKING CONDITIONS AND HOURS OF EMPLOYEES OF THE CITY; AND OF FACILITATING PEACEFUL ADJUSTMENT OF ALL GRIEVANCES WHICH MAY RISE FROM TIME-TO-TIME BETWEEN THE CITY AND ITS EMPLOYEES.

WITNESSETH:

ARTICLE I - RECOGNITION

SECTION 1. THE CITY RECOGNIZES AND ACKNOWLEDGES THAT THE UNION IS THE EXCLUSIVE REPRESENTATIVE IN COLLECTIVE BARGAINING WITH THE CITY OF THOSE CLASSIFICATIONS OF EMPLOYEES COVERED BY THIS AGREEMENT AND LISTED IN THE ATTACHED SCHEDULE "A".

SECTION 2. A NEW EMPLOYEE SHALL WORK UNDER THE PROVISIONS OF THIS AGREEMENT, BUT SHALL BE EMPLOYED ONLY ON A SIX (6) MONTH TRIAL BASIS, DURING WHICH PERIOD THE EMPLOYEE MAY BE DISCHARGED WITHOUT FURTHER RECOURSE; PROVIDED, HOWEVER, THAT THE CITY MAY NOT DISCHARGE OR DISCIPLINE FOR THE PURPOSE OF EVADING THIS AGREEMENT OR DISCRIMINATION AGAINST UNION MEMBERS. AFTER SIX (6) MONTHS, THE EMPLOYEE SHALL BE PLACED ON THE REGULAR SENIORITY LIST, PROVIDED, THAT ALL TIME WORKED AS A SEASONAL OR TEMPORARY EMPLOYEE SHALL BE CREDITED TO HIS/HER PROBATIONARY PERIOD.

PART TIME AND SEASONAL EMPLOYEES ARE EXCLUDED FROM THE BARGAINING UNIT. PART TIME EMPLOYEES ARE DEFINED AS EMPLOYEES WHO AVERAGE NO MORE THAN THIRTY (30) HOURS PER WEEK. SEASONAL EMPLOYEES ARE DEFINED AS THOSE EMPLOYEES WHO ARE HIRED FOR LIMITED PERIODS OF TIME NOT TO EXCEED SIX MONTHS INCLUDING EMPLOYEES SPONSORED BY THE JOBS TRAINING PARTNERSHIP ACT (JTPA) AND MICHIGAN YOUTH CORPS (MYC) OR OTHER FEDERAL OR STATE JOBS PROGRAMS. WHERE UNION CONCURRENCE IS REQUIRED PRIOR TO CITY PARTICIPATION IN JTPA OR MYC PROGRAMS, THE UNION SHALL NOT WITHHOLD SUCH CONCURRENCE AND SPECIFICALLY SHALL NOT DO SO AS A RESULT OF A DISPUTE WITH THE CITY OVER GRIEVANCES OR CONTRACT NEGOTIATIONS.

SECTION 3. THE CITY AGREES TO RESPECT THE RULES OF THE UNION AND SHALL NOT DIRECT OR REQUIRE THEIR EMPLOYEES OR PERSONS OTHER THAN THE EMPLOYEES IN THE BARGAINING UNITS HEREIN INVOLVED, TO PERFORM WORK WHICH IS RECOGNIZED AS THE WORK OF THE EMPLOYEES IN SAID UNITS; PROVIDED, HOWEVER, THE CITY MAY WITHIN ITS DISCRETION ASSIGN ANY OF ITS EMPLOYEES TO PERFORM SUCH WORK OUTSIDE OF THEIR BARGAINING UNIT AS MAY BE NECESSARY ON AN EMERGENCY BASIS.

SECTION 4. PROBATIONARY FRINGE BENEFITS. A PROBATIONARY EMPLOYEE SHALL NOT BE ENTITLED TO ANY FRINGE BENEFITS DURING THE PROBATIONARY PERIOD. UPON SUCCESSFUL COMPLETION OF HIS/HER PROBATIONARY PERIOD, ALL FRINGE BENEFITS WILL BECOME EFFECTIVE FROM DATE OF HIRE, EXCEPT LIABILITY FOR HOLIDAY PAY AND INSURANCE COST.

SECTION 5. ACCESS OF BUSINESS AGENT. THE CITY AGREES THAT IT WILL ALLOW THE PROPER ACCREDITED REPRESENTATIVE OF THE LOCAL UNION ACCESS TO THE CITY'S PREMISES DURING NORMAL WORKING HOURS FOR THE PURPOSE OF POLICING THE TERMS AND CONDITIONS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT SUCH REPRESENTATIVE SHALL NOT INTERFERE WITH NOR INTERRUPT THE EMPLOYEES IN THE PERFORMANCE OF THEIR DUTIES.

ARTICLE II - UNION SECURITY

SECTION 1. TO THE EXTENT THAT THE LAWS OF THE STATE OF MICHIGAN PERMIT, IT IS AGREED THAT:

- A) EMPLOYEES COVERED BY THIS AGREEMENT AT THE TIME IT BECOMES EFFECTIVE AND WHO ARE MEMBERS OF THE UNION AT THE TIME SHALL BE REQUIRED TO CONTINUE MEMBERSHIP IN THE UNION OR PAY A MONTHLY SERVICE CHARGE FOR THE DURATION OF THIS AGREEMENT.
- B) EMPLOYEES COVERED BY THIS AGREEMENT AS DEFINED IN THE ARTICLE ENTITLED "RECOGNITION" WHO ARE NOT MEMBERS OF THE UNION AT THE TIME IT BECOMES EFFECTIVE AND WHO HAVE BEEN EMPLOYED FOR A PERIOD OF THIRTY (30) DAYS, WHO DO NOT MAKE APPLICATION FOR MEMBERSHIP IN THE UNION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, SHALL, COMMENCING WITH THE FIRST BI-WEEKLY PAYROLL PERIOD THEREAFTER AND FOR THE DURATION OF THIS AGREEMENT, PAY TO THE UNION A SERVICE CHARGE IN AN AMOUNT EQUAL TO THE REGULAR MONTHLY DUES AS A CONTRIBUTION TOWARD THE ADMINISTRATION OF THIS AGREEMENT.
- C) EMPLOYEES COVERED BY THIS AGREEMENT AS DEFINED IN THE ARTICLE ENTITLED "RECOGNITION" WHO ARE NOT MEMBERS OF THE UNION AT THE TIME IT BECOMES EFFECTIVE AND WHO HAVE BEEN EMPLOYED FOR LESS THAN THIRTY (30) DAYS, AND EMPLOYEES HIRED, REHIRED, OR TRANSFERRED INTO THE BARGAINING UNIT AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, WHO DO NOT MAKE APPLICATION FOR MEMBERSHIP IN THE UNION WITHIN THIRTY (30) DAYS OF SERVICE SHALL, COMMENCING WITH THE FIRST BI-WEEKLY PAYROLL PERIOD THEREAFTER AND FOR THE DURATION OF THIS AGREEMENT, PAY TO THE UNION THE SERVICE CHARGE DEFINED IN (B) ABOVE.

SECTION 2. ANY EMPLOYEE WHO FAILS TO COMPLY WITH THE PROVISIONS SET FORTH ABOVE SHALL, AT THE REQUEST OF THE UNION TO THE EMPLOYER, BE DISCHARGED FROM THE SERVICE OF THE EMPLOYER TEN (10) DAYS AFTER SUCH EMPLOYEE RECEIVES NOTIFICATION FROM THE EMPLOYER OF SUCH EMPLOYEE'S VIOLATION OF THIS ARTICLE.

IN THE EVENT THE UNION, ITS OFFICERS, OR AGENTS, FURNISH THE CITY WITH A DEMAND TO DISCHARGE OR DISCIPLINE AN EMPLOYEE FOR FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION, THE UNION AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS, OR OTHER FORMS OF LIABILITY, INCLUDING BUT NOT LIMITED TO JUDGMENTS, COST, INTEREST, AND ATTORNEY FEES INCURRED BY THE CITY AS A RESULT OF COMPLYING WITH THE UNION'S REQUEST TO DISCHARGE OR DISCIPLINE AN EMPLOYEE.

SECTION 3. THE CITY AGREES TO DEDUCT FROM THE PAY OF EACH EMPLOYEE ALL DUES AND/OR INITIATION FEES OF LOCAL NO. 214 AND PAY SUCH AMOUNT DEDUCTED TO SAID LOCAL NO. 214 FOR EACH AND EVERY EMPLOYEE PROVIDED, HOWEVER, THAT THE UNION PRESENTS TO THE CITY AUTHORIZATIONS SIGNED BY EACH EMPLOYEE, ALLOWING SUCH DEDUCTIONS AND PAYMENTS TO THE LOCAL UNION.

ARTICLE II - UNION SECURITY

(CONTINUED)

IN WHICH THE DEDUCTION IS TO BE MADE OR WHO HAS NO EARNINGS, OR INSUFFICIENT EARNINGS DURING THE WEEK OR IS ON LEAVE OF ABSENCE, DOUBLE DEDUCTIONS WILL BE MADE THE FOLLOWING MONTH.

SECTION 4. THE UNION AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS OR OTHER FORMS OF LIABILITY ARISING OUT OF ITS DEDUCTIONS FROM ANY EMPLOYEE'S PAY OF UNION DUES OR COLLECTIVE BARGAINING SERVICE FEES AND INITIATION FEES. THE UNION ASSUMES FULL RESPONSIBILITY FOR THE DISPOSITION OF THE DEDUCTIONS SO MADE ONCE THEY HAVE BEEN REMITTED TO SAID UNION.

ARTICLE III - SENIORITY

SECTION 1. SENIORITY SHALL PREVAIL ON A DIVISIONAL BASIS IN SELECTION OF VACATIONS AND SHALL APPLY IN THE PROMOTIONAL PROCESS AS SPECIFIED IN SECTION 7 HEREIN. IN CASES OF LAYOFF AND REHIRING, EMPLOYEES COVERED BY THIS AGREEMENT SHALL REVERT TO UNIT-WIDE SENIORITY, PROVIDED THEY HAVE THE PRESENT ABILITY TO DO THE WORK. IN REDUCING THE WORK FORCE BECAUSE OF LACK OF WORK OR FOR LEGITIMATE CAUSE, THE LAST EMPLOYEE HIRED SHALL BE THE FIRST EMPLOYEE LAID-OFF AND THE LAST EMPLOYEE LAID-OFF SHALL BE THE FIRST EMPLOYEE REHIRED. SENIOR EMPLOYEES SHALL NOT BE ALLOWED TO BUMP EMPLOYEES IN POSITIONS OF HIGHER CLASSIFICATION THAN THEIR OWN. EMPLOYEES MAY BUMP DOWN WITHIN THEIR DIVISION AFTER WHICH THE ENTRY LEVEL POSITION MAY BUMP Laterally by CITY-WIDE SENIORITY TO A COMPARABLE LEVEL POSITION.

SECTION 2. THE CITY SHALL POST A LIST OF EMPLOYEES ARRANGED IN ORDER OF THE DIVISIONAL SENIORITY. THIS LIST SHALL BE POSTED IN A CONSPICUOUS POSITION AT THE PLACE OF EMPLOYMENT.

SECTION 3. SENIORITY SHALL BE BROKEN ONLY BY DISCHARGE OR VOLUNTARY QUIT. IN ADDITION, SENIORITY SHALL BE BROKEN FOR LAYOFF AND ILLNESS IF SUCH TIME EXCEEDS TWO YEARS. IN CASE OF AN EMERGENCY, AND WITH CONCURRENCE OF THE UNION, EXCEPTIONS MAY BE MADE BY THE EMPLOYER. SENIORITY AS REFERRED TO IN THIS PARAGRAPH SHALL APPLY TO ABILITY TO BE PUT BACK ON PAYROLL WHEN ELIGIBLE AND EXERCISE "BUMP" RIGHTS ONLY. IT SHALL NOT APPLY TO ACCUMULATING FRINGE BENEFITS WHILE NOT AT WORK.

SECTION 4. FAILURE OF AN EMPLOYEE TO REPORT HIS/HER ABSENCE FROM HIS/HER JOB FOR A PERIOD OF THREE (3) CONSECUTIVE WORKING DAYS SHALL CONSTITUTE A VOLUNTARY QUIT AND THE EMPLOYEE'S SENIORITY SHALL BE BROKEN UNLESS WITHIN TEN (10) DAYS AFTER THE EMPLOYEE FAILS TO REPORT, GOOD AND SUFFICIENT CAUSE SHALL BE SHOWN FOR THE EMPLOYEE'S FAILURE TO REPORT.

SECTION 5. IN THE EVENT OF A LAYOFF, AN EMPLOYEE SO LAID OFF SHALL BE GIVEN TWO (2) WEEKS NOTICE OF RECALL TO WORK, MAILED TO HIS/HER LAST KNOWN ADDRESS BY REGISTERED MAIL. IN THE EVENT THE EMPLOYEE FAILS TO MAKE HIMSELF/HERSELF AVAILABLE FOR WORK AT THE END OF SAID TWO (2) WEEKS, HE/SHE SHALL LOSE ALL SENIORITY RIGHTS UNDER THIS AGREEMENT.

ARTICLE III - SENIORITY

(CONTINUED)

SECTION 6. ANY EMPLOYEE WHO IS IN A CLASSIFICATION SUBJECT TO THE JURISDICTION OF THE UNION, WHO HAS BEEN IN THE PAST OR WILL IN THE FUTURE BE PROMOTED TO FOREMAN OR ANY OTHER SUPERVISORY POSITION, AND IS THEREAFTER TRANSFERRED OR DEMOTED TO A CLASSIFICATION SUBJECT TO THE JURISDICTION OF THE UNION, SHALL NOT ACCUMULATE SENIORITY WHILE WORKING IN A SUPERVISORY POSITION. THE EMPLOYEE WHO IS SO TRANSFERRED OR DEMOTED, SHALL COMMENCE WORK IN A JOB GENERALLY SIMILAR TO THE ONE HELD AT THE TIME OF PROMOTION, AND SHALL MAINTAIN THE SENIORITY RANK HELD AT THE TIME OF PROMOTION. IT IS FURTHER UNDERSTOOD THAT NO TEMPORARY DEMOTIONS IN A SUPERVISORY POSITION(S) WILL BE MADE DURING THE TEMPORARY LAYOFFS.

SECTION 7. PROMOTIONS TO A HIGHER CLASSIFICATION WITHIN A DIVISION SHALL BE AS FOLLOWS:

- A. IF A VACANCY IS POSTED, EMPLOYEES IN THE NEXT CLASSIFICATION LOWER THAN THE VACANCY SHALL BE ELIGIBLE TO APPLY. IF AN INSUFFICIENT NUMBER APPLY, THEN THE CITY, IN ITS DISCRETION, MAY ALLOW EMPLOYEES IN THE SECOND CLASSIFICATION LOWER THAN THE VACANCY TO APPLY.
- B. EMPLOYEES WHO APPLY FOR A PROMOTION WILL BE EVALUATED BY A BOARD CONSISTING OF THE DEPARTMENT HEAD, DEPUTY DEPARTMENT HEAD, AND OTHER MANAGEMENT REPRESENTATIVE TO BE DETERMINED BY THE CITY.
- C. THE APPLICANT'S WORK RECORD, ATTENDANCE RECORD, OVERTIME RECORD, DISCIPLINARY RECORD, SENIORITY, AND OVERALL JOB KNOWLEDGES, SKILLS AND ABILITIES WILL BE CONSIDERED BY THE BOARD TO DETERMINE THE MOST QUALIFIED CANDIDATE FOR THE PROMOTION.

SECTION 8. IF THE VACANCY IS NOT FILLED PURSUANT TO SECTION 7 ABOVE, THEN ALL EMPLOYEES IN THE BARGAINING UNIT DOWN TO THE NEXT CLASSIFICATION LOWER THAN THE VACANCY SHALL BE ELIGIBLE TO APPLY. POSTINGS SHALL BE FOR SEVEN DAYS. IF AN INSUFFICIENT NUMBER APPLY, THEN THE CITY SHALL ALLOW ALL EMPLOYEES IN THE BARGAINING UNIT IN THE SECOND CLASSIFICATION LOWER THAN THE VACANCY TO APPLY. ANY EMPLOYEE PROMOTED TO A HIGHER CLASSIFICATION SHALL BE PLACED ON PROBATION FOR A PERIOD OF THREE MONTHS DURING WHICH TIME THE EMPLOYEE'S WORK PERFORMANCE MUST BE SATISFACTORY. THE EMPLOYEE SHALL BE PAID AT THE BEGINNING RATE OF THE HIGHER CLASSIFICATION DURING THE PROBATION PERIOD. NOTHING IN THIS SECTION SHALL PREVENT THE SUPERINTENDENT FROM DISQUALIFYING THE EMPLOYEE FROM THE JOB BID PRIOR TO THE COMPLETION OF THE TRIAL PERIOD WHERE LACK OF ABILITY IS EVIDENT.

ARTICLE III - SENIORITY

(CONTINUED)

SECTION 9. NOTWITHSTANDING THE PROVISIONS OF SECTIONS 7 AND 8, A ONE-PERSON REFUSE PACKER IN THE SANITATION DIVISION, MAY BID TO TRANSFER ACROSS DIVISIONAL LINES BUT ONLY INTO THE ENTRY LEVEL CLASSIFICATION OF LABORER WITHOUT GOING THROUGH THE EVALUATION BOARD PROCESS PROVIDED THAT A VACANCY IS POSTED.

SECTION 10. AN EMPLOYEE WHO ACCEPTS A PROMOTION, LATERAL TRANSFER, OR DEMOTION MAY NOT BID OUT TO ANOTHER POSITION FOR A MINIMUM OF SIXTY (60) DAYS.

SECTION 11. IN THE EVENT AN EMPLOYEE FROM ANOTHER BARGAINING UNIT WITHIN THE CITY SHOULD BID INTO A POSITION COVERED BY THIS AGREEMENT, THEIR SENIORITY DATE, FOR PROMOTION ONLY, WILL BE THE DATE THEY ENTERED INTO THIS BARGAINING UNIT.

SECTION 12. THE EMPLOYER AGREES TO RETAIN SENIOR EMPLOYEES WHO MAY BE QUALIFIED FOR OTHER WORK IN THE EVENT THEIR PRESENT JOBS ARE ELIMINATED, ABOLISHED, TEMPORARILY ABOLISHED DUE TO CURTAILMENT OF OPERATIONS, AUTOMATION OR NEW TECHNICAL CHANGES ON OPERATIONS OR EQUIPMENT AND OTHER OPENINGS ARE AVAILABLE.

LAYOFF OF EMPLOYEES AFFECTED BY THIS SECTION SHALL BE BY DIVISIONAL SENIORITY AND ABILITY TO DO THE WORK. SENIOR EMPLOYEES SHALL NOT BE ALLOWED TO BUMP EMPLOYEES IN POSITIONS OF HIGHER CLASSIFICATIONS THAN THEIR OWN. THE EMPLOYEES AFFECTED WHO ARE NO LONGER CAPABLE OF PERFORMING THEIR REGULARLY ASSIGNED JOBS BECAUSE OF SUCH CHANGE, SHALL BE RETAINED IN ACCORDANCE WITH THE DIVISIONAL SENIORITY LIST, UNLESS SUCH EMPLOYEE IS DISABLED AND CANNOT PERFORM THE WORK. IF SUCH EMPLOYEE CANNOT PERFORM THE WORK, THE EMPLOYEE WILL BE REDUCED INTO THE NEXT LOWEST CLASSIFICATION THAT THEY HAVE THE ABILITY TO PERFORM AND ANY SUBSEQUENT OPENING RESULTING FROM SUCH REDUCTION WILL BE OFFERED IN ACCORDANCE WITH THE PROMOTIONAL PROCEDURE LISTED HEREIN.

SECTION 13. IN THE EVENT AN EMPLOYEE IS PERMANENTLY TRANSFERRED FROM ONE DIVISION TO ANOTHER, HE/SHE SHALL BE PLACED ON SUCH NEW DIVISION'S SENIORITY LIST IN ACCORDANCE WITH HIS/HER DATE OF ENTRY INTO SUCH DIVISION, AND SHALL HAVE HIS/HER NAME REMOVED FROM THE SENIORITY LIST OF THE FORMER DIVISION. THE PRECEDING SHALL APPLY TO ALL PERMANENT TRANSFERS WHERE THE TRANSFER IS AT THE EMPLOYEE'S REQUEST. THERE SHALL BE NO CHANGE IN SENIORITY AS A RESULT OF A TEMPORARY TRANSFER. IN THE EVENT, THE CITY TRANSFERS AN EMPLOYEE FROM ONE DIVISION TO ANOTHER DIVISION, SAID EMPLOYEE SHALL CARRY HIS/HER FULL CITY SENIORITY INTO THAT DIVISION FOR ALL PURPOSES INCLUDING VACATIONS AND JOB BIDS.

ARTICLE IV - DISCHARGE OR SUSPENSION

THE CITY SHALL NOT DISCHARGE NOR SUSPEND ANY EMPLOYEE WITHOUT JUST CAUSE, BUT IN RESPECT TO DISCHARGE SHALL GIVE AT LEAST ONE PRIOR DISCIPLINE NOTICE TO THE EMPLOYEE IN WRITING, WHICH NOTICE SHALL BE APPROVED BY THE ASSISTANT CITY MANAGER FOR PUBLIC SERVICE, AND A COPY OF THE SAME TO THE UNION CHIEF STEWARD AND THE ASSISTANT CHIEF STEWARD AFFECTED, EXCEPT THAT NO PRIOR DISCIPLINE NOTICE NEED BE GIVEN TO AN EMPLOYEE BEFORE DISCHARGE IF THE CAUSE OF SUCH DISCHARGE IS:

- 1) THEFT OF PRIVATE OR CITY PROPERTY.
- 2) REMOVING CITY PROPERTY, RECORDS OR OTHER MATERIALS FROM THE WORKPLACE WITHOUT PROPER AUTHORIZATION.
- 3) DELIBERATE DESTRUCTION OR ABUSE OF CITY PROPERTY, TOOLS OR EQUIPMENT.
- 4) BRINGING INTOXICANTS, DRUGS OR NARCOTICS INTO, OR CONSUMING SAME ON CITY PROPERTY, OR IN CITY VEHICLES.
- 5) BRINGING FIREARMS OR WEAPONS OF ANY KIND ON TO CITY PROPERTY OR INTO CITY VEHICLES.
- 6) CAUSING, LEADING OR ENGAGING IN A STRIKE, WALKOUT OR OTHER WORK STOPPAGE. (SUBJECT TO ARTICLE V OF THE COLLECTIVE BARGAINING AGREEMENT).
- 7) REPORTING FOR DUTY OR WORKING UNDER THE INFLUENCE OF INTOXICATING BEVERAGE, OR DRUGS.

INSUBORDINATION WHICH SHALL BE DEEMED TO MEAN A WILLFUL REFUSAL TO OBEY A REASONABLE WORK ORDER OF THE IMMEDIATE SUPERVISOR, MAY BE PUNISHABLE ON THE FIRST OFFENSE BY A ONE DAY SUSPENSION, ON THE SECOND OFFENSE BY A FIVE DAY SUSPENSION, AND ON THE THIRD OFFENSE BY POSSIBLE DISCHARGE. THE DISCIPLINE NOTICE AS HEREIN PROVIDED SHALL NOT REMAIN IN EFFECT FOR A PERIOD OF MORE THAN EIGHTEEN (18) MONTHS FROM THE DATE OF SAID DISCIPLINE NOTICE. DISCHARGE MUST BE BY PROPER WRITTEN NOTICE TO THE EMPLOYEE AND THE UNION. ANY EMPLOYEE MAY REQUEST AN INVESTIGATION AS TO HIS/HER DISCHARGE OR SUSPENSION IN ACCORDANCE WITH ARTICLE V. A REQUEST BY AN EMPLOYEE FOR AN INVESTIGATION AS TO HIS/HER DISCHARGE OR SUSPENSION MUST BE MADE BY WRITTEN REQUEST WITHIN FIVE (5) DAYS FROM THE DATE OF DISCHARGE OR SUSPENSION, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS. APPEAL FROM DISCHARGE OR SUSPENSION MUST BE HEARD WITHIN TEN (10) DAYS AND A DECISION REACHED WITHIN FIVE (5) DAYS FROM THE DATE OF THE HEARING UPON THE DISCHARGE OR SUSPENSION. IF NO DECISION HAS BEEN REACHED WITHIN FIVE (5) DAYS FROM THE HEARING DATE, THE CASE SHALL THEN BE TAKEN UP AS PROVIDED FOR IN ARTICLE V HEREOF.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. IT IS MUTUALLY AGREED THAT ALL GRIEVANCES, DISPUTES, OR COMPLAINTS ARISING UNDER AND DURING THE TERMS OF THIS AGREEMENT SHALL BE SETTLED IN ACCORDANCE WITH THE PROCEDURE HEREIN PROVIDED AND THAT THERE SHALL AT NO TIME BE ANY STRIKES, TIE-UPS OF EQUIPMENT, SLOW-DOWNS, WALK-OUTS OR ANY OTHER CESSATIONS OF WORK THROUGH THE USE OF ANY METHOD OF LOCKOUT OR LEGAL PROCEEDINGS, EXCEPT AS SPECIFICALLY AGREED TO IN OTHER SUPERSEDING SECTIONS OF THIS CONTRACT. EVERY EFFORT SHALL BE MADE TO ADJUST CONTROVERSIES AND DISAGREEMENTS IN AN AMICABLE MANNER BETWEEN THE CITY AND THE UNION.

SECTION 2. SHOULD ANY GRIEVANCES, DISPUTES, OR COMPLAINTS ARISE OVER THE INTERPRETATION OR APPLICATION OF THE CONTENTS OF THIS AGREEMENT, THERE SHALL BE AN EARNEST EFFORT ON THE PART OF THE PARTIES TO SETTLE SUCH PROMPTLY THROUGH THE FOLLOWING STEPS:

- 1) THE EMPLOYEE AND/OR REPRESENTATIVE SHALL DISCUSS THE COMPLAINT WITH THE EMPLOYEE'S IMMEDIATE SUPERVISOR WHO SHALL DECIDE WHETHER OR NOT THE GRIEVANCE IS JUSTIFIED. IF A GRIEVANCE IS JUSTIFIED, THE SUPERVISOR SHALL, WITHIN THREE (3) DAYS FROM THE TIME THE GRIEVANCE OCCURRED, ATTEMPT TO ARRIVE AT AN EQUITABLE SOLUTION.
- 2) IF UNABLE TO REACH AN AGREEMENT, THE GRIEVANCE SHALL WITHIN FIVE (5) DAYS, BE PUT IN WRITING AND SUBMITTED TO THE DEPUTY CITY MANAGER FOR PUBLIC SERVICE WHO WITHIN FIVE (5) DAYS SHALL ANSWER SAID GRIEVANCE IN WRITING (IN THE EVENT THE IMMEDIATE SUPERVISOR IS THE DEPARTMENT HEAD AND IT IS DECIDED THAT A GRIEVANCE IS JUSTIFIED, AN ATTEMPT WILL BE MADE TO REACH AN EQUITABLE SOLUTION WITHIN THREE (3) DAYS. IF UNABLE TO REACH AN AGREEMENT, THE DEPARTMENT HEAD SHALL WITHIN FIVE (5) DAYS ANSWER SAID GRIEVANCE IN WRITING.)
- 3) IF AN AGREEMENT CANNOT BE REACHED AT STEP 2, THE GRIEVANCE SHALL BE SUBMITTED TO THE ASSISTANT CITY MANAGER/PERSONNEL DIRECTOR WITHIN FIVE (5) DAYS. THE ASSISTANT CITY MANAGER/PERSONNEL DIRECTOR SHALL SUBMIT A WRITTEN DECISION WITHIN FIVE (5) DAYS.
- 4) IF AN AGREEMENT CANNOT BE REACHED AT THE SUPERINTENDENT'S LEVEL, PERSONNEL DIRECTOR OR DEPARTMENT HEAD'S LEVEL, IT SHALL WITHIN FIVE (5) DAYS BE SUBMITTED TO THE CITY MANAGER SETTING FORTH ARGUMENTS SPECIFICALLY NOTING WHY SUPERINTENDENT OR DEPARTMENT'S ANSWER FOR SUBJECT GRIEVANCE IS NOT SATISFACTORY.

ARTICLE V - GRIEVANCE PROCEDURE

(CONTINUED)

- 5) WITHIN SEVEN (7) DAYS FROM RECEIPT OF SUCH NOTICE, THE CITY MANAGER SHALL GIVE A DETERMINATION OF THE GRIEVANCE TO THE UNION. IN THE EVENT THAT THE GRIEVANCE IS NOT SATISFACTORILY SETTLED AT STEP 4, THE UNION SHALL HAVE TEN (10) DAYS IN WHICH TO SUBMIT THE GRIEVANCE TO BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH BELOW OR TO THE TEAMSTERS LOCAL 214 GRIEVANCE PANEL FOR ITS REVIEW.

NOTICE OF THE UNION'S INTENT TO PROCEED TO THE GRIEVANCE PANEL MUST BE SUBMITTED TO THE EMPLOYER IN WRITING. THE DECISION OF THE GRIEVANCE PANEL SHALL BE MADE WITHIN SIXTY (60) DAYS OF THE NOTICE TO THE EMPLOYER OF SUBMISSION TO THE GRIEVANCE PANEL. SHOULD THE GRIEVANCE PANEL RECOMMEND THAT THE MATTER BE SUBMITTED TO ARBITRATION, THE UNION SHALL HAVE TEN (10) DAYS AFTER THE PANEL'S DECISION TO SUBMIT THE MATTER TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH BELOW. IF THE GRIEVANCE IS NOT SO SUBMITTED WITHIN TEN (10) DAYS, IT WILL BE CONSIDERED SETTLED ON THE BASIS OF THE LAST DISPOSITION.

IF THE GRIEVANCE PANEL ELECTS TO ARBITRATE THE GRIEVANCE, AN IMPARTIAL ARBITRATOR WILL BE SELECTED BY MUTUAL CONSENT OF THE PARTIES OR UNDER THE RULES AND REGULATIONS OF THE FEDERAL MEDIATION AND CONCILIATION SERVICE AND SUBPOENAS SHALL BE AVAILABLE TO EITHER PARTY UNDER SUCH RULES AND REGULATIONS. COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE CITY AND THE UNION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON BOTH PARTIES AND THE GRIEVANT(S) INVOLVED. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ADD TO, SUBTRACT FROM, CHANGE, OR MODIFY ANY PROVISIONS OF THIS AGREEMENT.

- A) GRIEVANCES MUST BE TAKEN UP PROMPTLY AND NO GRIEVANCE WILL BE CONSIDERED OR DISCUSSED WHICH IS PRESENTED LATER THAN FIVE (5) DAYS EXCLUSIVE OF SATURDAYS, SUNDAYS AND HOLIDAYS, AFTER SUCH HAS HAPPENED.
- B) THE UNION SHALL HAVE THE RIGHT TO EXAMINE TIME SHEETS AND ANY OTHER RECORDS PERTAINING TO THE COMPUTATION OF COMPENSATION OF ANY EMPLOYEE WHOSE PAY IS IN DISPUTE OR OTHER RECORDS OF THE CITY PERTAINING TO A SPECIFIC GRIEVANCE AT REASONABLE TIMES, AT THE DISCRETION OF THE EMPLOYER.

SECTION 3. IT IS FURTHER AGREED THAT IN ALL CASES OF ANY UNAUTHORIZED STRIKE, SLOW-DOWN, WALK-OUTS OR ANY UNAUTHORIZED CESSATION OF WORK, THE UNION SHALL NOT BE LIABLE FOR DAMAGE RESULTING FROM SUCH UNAUTHORIZED ACTS OF ITS MEMBERS. WHILE THE UNION SHALL UNDERTAKE EVERY REASONABLE MEANS TO

ARTICLE V - GRIEVANCE PROCEDURE

(CONTINUED)

INDUCE SUCH EMPLOYEES TO RETURN TO THEIR JOBS DURING ANY SUCH PERIOD OF UNAUTHORIZED STOPPAGE OF WORK MENTIONED ABOVE, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE CITY DURING THE FIRST TWENTY-FOUR (24) HOURS OF SUCH UNAUTHORIZED WORK STOPPAGE SHALL HAVE THE SOLE AND COMPLETE RIGHT OF REASONABLE DISCIPLINE SHORT OF DISCHARGE. SUCH UNION MEMBER SHALL NOT BE ENTITLED TO OR HAVE ANY RECOURSE TO ANY OTHER PROVISIONS OF THIS AGREEMENT.

SECTION 4. AFTER THE FIRST TWENTY-FOUR (24) HOUR PERIOD OF SUCH STOPPAGE, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO IMMEDIATELY DISCHARGE ANY UNION MEMBER PARTICIPATING IN ANY UNAUTHORIZED STRIKE, SLOW-DOWN, WALK-OUT, OR ANY OTHER UNAUTHORIZED CESSATION OF WORK, AND SUCH UNION MEMBER SHALL NOT BE ENTITLED TO OR HAVE ANY RECOURSE TO ANY OTHER PROVISIONS OF THIS AGREEMENT.

SECTION 5. SHOULD EITHER PARTY NOT ACCEPT AND ABIDE BY THE PROCEDURE SET FORTH IN THIS ARTICLE OR THE DECISIONS RESULTING THEREFROM, THEN IN SUCH INSTANCE, ANY PROVISIONS OF THIS CONTRACT NOTWITHSTANDING, THE PARTY VIOLATING THE TERMS OF THIS ARTICLE SHALL BE DENIED THE BENEFITS OF THIS ARTICLE.

ARTICLE VI - STEWARD

THE CITY RECOGNIZES THE RIGHT OF THE LOCAL UNION TO DESIGNATE ONE CHIEF STEWARD AND ALTERNATE, AND A STEWARD AND ALTERNATE EACH IN THE FOLLOWING DIVISIONS:

| | |
|------------|---------|
| SANITATION | WATER |
| PARKS | STREETS |
| SEWER | |

THE AUTHORITY OF THE JOB STEWARD AND ALTERNATE SO DESIGNATED BY THE LOCAL UNION SHALL NOT EXCEED THE FOLLOWING DUTIES AND ACTIVITIES:

- 1) THE INVESTIGATION AND PRESENTATION OF GRIEVANCES WITH THE CITY OR THE DESIGNATED CITY REPRESENTATIVES IN ACCORDANCE WITH THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT; PROVIDED, PERMISSION IS FIRST OBTAINED FROM THE SUPERVISOR.
- 2) THE CHIEF STEWARD AND ASSISTANT CHIEF STEWARD SHALL BE AUTHORIZED TO ATTEND NEGOTIATING SESSIONS. BOTH SHALL BE PAID FOR THE ACTUAL TIME SPENT ATTENDING NEGOTIATING SESSIONS, IF DURING SCHEDULED WORK TIME.
- 3) THE TRANSMISSION OF SUCH MESSAGES AND INFORMATION, WHICH SHALL ORIGINATE WITH, AND ARE AUTHORIZED BY THE LOCAL UNION OR ITS OFFICERS, PROVIDED SUCH MESSAGES AND INFORMATION ARE NOT SUBMITTED DURING WORKING HOURS; AND

ARTICLE VI - STEWARD

(CONTINUED)

- A) HAVE BEEN REDUCED TO WRITING; OR
- B) IF NOT REDUCED TO WRITING, ARE OF A ROUTINE NATURE AND DO NOT INVOLVE WORK STOPPAGE, SLOW-DOWNS, REFUSAL TO HANDLE GOODS, OR ANY OTHER INTERFERENCE WITH THE CITY'S BUSINESS, HOWEVER, POSTINGS ON BULLETIN BOARDS SHALL BE PERMITTED DURING WORKING HOURS.

THERE SHALL BE ONLY ONE (1) CHIEF STEWARD AND HE/SHE SHALL BE GRANTED SUPER-SENIORITY IN CASES OF LAY-OFF AND REHIRE PROVIDED HE/SHE HAS THE PRESENT ABILITY TO PERFORM THE JOB.

THE JOB STEWARD AND ALTERNATE HAVE NO AUTHORITY TO TAKE STRIKE ACTION, OR ANY OTHER ACTION INTERRUPTING THE CITY'S BUSINESS. THE CITY RECOGNIZES THESE LIMITATIONS UPON THE AUTHORITY OF THE JOB STEWARD AND THE ALTERNATE AND SHALL NOT HOLD THE UNION LIABLE FOR ANY UNAUTHORIZED ACTS. THE CITY IN SO RECOGNIZING SUCH LIMITATIONS SHALL HAVE THE AUTHORITY TO IMPOSE PROPER DISCIPLINE, INCLUDING DISCHARGE, IN THE EVENT THE SHOP STEWARD HAS TAKEN UNAUTHORIZED STRIKE ACTION, SLOW-DOWN OR WORK STOPPAGE IN VIOLATION OF THIS AGREEMENT.

THE STEWARD OR ALTERNATE SHALL BE PAID FOR TIME LOST DURING WORKING HOURS IN ATTENDING GRIEVANCE MEETINGS WITH THE CITY'S REPRESENTATIVES. THE STEWARD OR ALTERNATE WILL BE PERMITTED TO LEAVE THE JOB UPON REQUEST AND AFTER RECEIVING APPROVAL OF THE SUPERVISOR FOR THE PURPOSE OF INVESTIGATING A GRIEVANCE. SUCH STEWARD OR ALTERNATE SHALL REPORT TO THE SUPERVISOR UPON COMPLETION OF THE INVESTIGATION. THIS RIGHT TO RECEIVE PAY FOR TIME LOST SHALL NOT BE ABUSED.

STEWARDS AND ALTERNATES SHALL BE GIVEN A FIFTEEN (15) DAY LEAVE OF ABSENCE WITHOUT PAY TO ATTEND TEAMSTER CONVENTIONS WITHOUT LOSS OF BENEFITS PROVIDED SEVEN (7) DAYS NOTICE IS GIVEN TO THE CITY. THERE SHALL AT NO TIME BE MORE THAN ONE (1) STEWARD OR ALTERNATE ABSENT UNDER THIS PROVISION.

ARTICLE VII - LEAVES OF ABSENCE

SECTION 1. MATERNITY LEAVE. A MATERNITY LEAVE WITHOUT PAY WILL BE GRANTED UPON WRITTEN APPLICATION TO THE CITY MANAGER. BY THE END OF THE FOURTH MONTH OF PREGNANCY, THE EMPLOYEE MUST SUBMIT A MEDICAL REPORT WHICH SPECIFIES THE PROJECTED DATE OF DELIVERY AND THE EMPLOYEE'S CONDITION AS IT AFFECTS HER ABILITY TO WORK. THE CITY MAY, AT ITS OPTION, REQUIRE EXAMINATION OR CONSULTATION BY A PHYSICIAN SELECTED BY THE CITY, PRIOR TO APPROVAL OF THE REQUEST. UPON APPROVAL OF THE REQUEST FOR MATERNITY LEAVE, THE EMPLOYEE MAY ELECT TO BE PAID ANY ACCRUED SICK TIME AND THE LETTER REQUESTING MATERNITY LEAVE MUST SPECIFY WHETHER THE EMPLOYEE WILL USE ACCRUED SICK TIME, THE EFFECTIVE DATE OF THE MATERNITY LEAVE, THE NUMBER OF SICK LEAVE DAYS THAT WILL BE USED AND THE ANTICIPATED DATE OF RETURN TO WORK.

FOLLOWING TERMINATION OF THE PREGNANCY, THE EMPLOYEE MUST, WITHIN THIRTY (30) DAYS, REPORT TO THE PERSONNEL DEPARTMENT AND PRESENT A MEDICAL REPORT WHICH IS SPECIFIC AS TO THE EMPLOYEE'S CONDITION AS IT AFFECTS ABILITY TO WORK AND THE DATE THE EMPLOYEE MAY RETURN TO WORK. AT ITS OPTION, THE CITY MAY REQUIRE AN EXAMINATION OR CONSULTATION BY A PHYSICIAN SELECTED BY THE CITY. THE EMPLOYEE MUST RETURN TO WORK UPON A MUTUALLY AGREEABLE DATE OR UPON CERTIFICATION BY A PHYSICIAN SELECTED BY THE CITY THAT THE EMPLOYEE IS ABLE TO RETURN TO REGULAR EMPLOYMENT.

IT IS AGREED AND UNDERSTOOD THAT THE BENEFITS HEREIN DESCRIBED ARE ONLY APPLICABLE TO THE PERIOD OF TIME THE EMPLOYEE IS DISABLED, AND SHALL ONLY BE APPLICABLE TO THOSE INDIVIDUALS WHO ARE DETERMINED TO BE DISABLED ON AND AFTER THE DATE OF THIS AGREEMENT.

SECTION 2. MILITARY SERVICE. AN EMPLOYEE ON THE SENIORITY LIST INDUCTED INTO MILITARY, NAVAL, MARINE OR AIR SERVICE UNDER THE PROVISIONS OF ANY FEDERAL SERVICE TRAINING STATUTE AND AMENDMENTS THERETO, OR ANY SIMILAR ACT IN TIME OF NATIONAL EMERGENCY, SHALL UPON TERMINATION OF SUCH SERVICE, BE RE-EMPLOYED IN LINE WITH HIS/HER SENIORITY, AT THE THEN CURRENT RATE FOR SUCH WORK, PROVIDED THE EMPLOYEE HAS NOT BEEN DISHONORABLY DISCHARGED FROM SUCH SERVICE WITH THE UNITED STATES GOVERNMENT AND IS ABLE TO PERFORM THE ESSENTIAL FUNCTIONS FOR THE WORK AVAILABLE, AND FURTHER, PROVIDED THE EMPLOYEE REPORTS FOR WORK WITHIN NINETY (90) DAYS OF THE DATE OF DISCHARGE FROM SUCH SERVICE WITH THE UNITED STATES GOVERNMENT.

SECTION 3. JURY DUTY. THE EMPLOYEE SHALL BE ENTITLED TO THE DIFFERENCE BETWEEN BASE PAY AND AMOUNT RECEIVED FOR JURY DUTY.

SECTION 4. FUNERAL LEAVE.

- A) ALL EMPLOYEES SHALL BE GRANTED BEREAVEMENT LEAVE WITHOUT DEDUCTION OF PAY OF THREE (3) DAYS FOR ATTENDANCE AT A FUNERAL OF THE EMPLOYEE'S SPOUSE, MOTHER, FATHER, SISTER, BROTHER, CHILDREN, GRANDPARENTS, MOTHER-IN-LAW, FATHER-IN-LAW, SISTER-IN-LAW, BROTHER-IN-LAW, STEP MOTHER, STEP FATHER, SON-IN-LAW, DAUGHTER-IN-LAW, AND GRANDCHILDREN. PROOF OF ATTENDANCE IS REQUIRED.
- B) ALL EMPLOYEES SHALL BE GRANTED BEREAVEMENT LEAVE WITHOUT DEDUCTION OF PAY OF ONE (1) DAY FOR ATTENDANCE AT A FUNERAL OF THE EMPLOYEE'S NIECE OR NEPHEW. ALL EMPLOYEES SHALL BE GRANTED BEREAVEMENT LEAVE WITHOUT DEDUCTION OF PAY OF ONE (1) DAY FOR ATTENDANCE AT A FUNERAL OF THE EMPLOYEE'S AUNT OR UNCLE. PROOF OF ATTENDANCE IS REQUIRED.
- C) IF THE FUNERAL IS MORE THAN 250 MILES FROM THE CITY OF MADISON HEIGHTS, ONE (1) ADDITIONAL BEREAVEMENT DAY WILL BE GRANTED, NON-CHARGEABLE, PLUS THE EMPLOYEE MAY TAKE AN ADDITIONAL BEREAVEMENT DAY WHICH SHALL BE DEDUCTED FROM THE EMPLOYEE'S ACCUMULATED SICK LEAVE OR VACATION DAYS.

ARTICLE VII - LEAVES OF ABSENCE

(CONTINUED)

- D) IN THE EVENT OF THE DEATH OF AUNTS, UNCLES, AND RELATIVES LIVING IN THE SAME HOUSEHOLD REGARDLESS OF RELATIONSHIP, EMPLOYEES MAY BE GRANTED ABSENCE NOT TO EXCEED THREE (3) DAYS TO MAKE ARRANGEMENTS OR ATTEND THE FUNERAL AND SUCH ABSENCE SHALL BE CHARGEABLE TO ACCUMULATED SICK LEAVE OR VACATION DAYS. PROOF OF ATTENDANCE IS REQUIRED.
- E) THE "NON-CHARGEABLE" BEREAVEMENT LEAVE PROVISION SHALL NOT BE CONSTRUED AS ADDITIONAL LEAVE TIME AND SHALL BE USED ONLY FOR ATTENDANCE AT FUNERALS AS DEFINED IN PARAGRAPH A) ABOVE. ATTENDANCE AT A FUNERAL ON SATURDAY, SUNDAY OR HOLIDAYS CAN NOT BE CHARGED TO NON-CHARGEABLE BEREAVEMENT LEAVE, ACCUMULATED SICK LEAVE OR ACCUMULATED VACATION TIME IN THE FORM OF ADDITIONAL LEAVE DAYS.
- F) NON-CHARGEABLE LEAVE SHALL NOT EXTEND TO MORE THAN ONE (1) DAY AFTER INTERMENT.
- G) NON-CHARGEABLE BEREAVEMENT LEAVE IS NOT ACCUMULATIVE AND MAY NOT BE CARRIED OVER INTO THE NEXT FISCAL YEAR.

SECTION 5. COURT LEAVE. ANY EMPLOYEE SCHEDULED TO REPORT FOR WORK BUT WHO IS ABSENT WITH PERMISSION TO ATTEND COURT AS A RESULT OF HIS/HER EMPLOYMENT, SHALL NOT SUFFER LOSS OF PAY.

SECTION 6. ABSENCE. ANY EMPLOYEE DESIRING A LEAVE OF ABSENCE FROM EMPLOYMENT SHALL SECURE WRITTEN PERMISSION FROM THE CITY. THE MAXIMUM LEAVE OF ABSENCE SHALL BE FOR SIXTY (60) DAYS AND MAY BE EXTENDED FOR GOOD CAUSE. PERMISSION FOR EXTENSION MUST BE SECURED FROM THE CITY. DURING THE PERIOD OF ABSENCE, THE EMPLOYEE SHALL NOT, WITHOUT PERMISSION OF THE CITY, ENGAGE IN OTHER GAINFUL EMPLOYMENT. FAILURE TO COMPLY WITH THIS PROVISION SHALL RESULT IN THE COMPLETE LOSS OF SENIORITY RIGHTS FOR THE EMPLOYEE INVOLVED. INABILITY TO WORK BECAUSE OF PROVEN SICKNESS OR INJURY SHALL NOT RESULT IN A LOSS OF SENIORITY RIGHTS, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT.

SECTION 7. FMLA LEAVE. NOTHING CONTAINED IN THIS ARTICLE SHALL SUPERSEDE THE CITY'S POLICY TO COMPLY WITH THE FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA).

ARTICLE VIII - INSURANCE BENEFITS

SECTION 1. HOSPITALIZATION.

- A) THE CITY OF MADISON HEIGHTS SHALL ASSUME THE FULL COST AT THE EMPLOYEE'S OPTION FOR HEALTH CARE NETWORK OR COMPREHENSIVE BLUE CROSS/BLUE SHIELD INSURANCE, SEMI-PRIVATE, MVF-1 WITH MASTER MEDICAL, PRESCRIPTION RIDER AND F.A.E. RIDER (RIDERS F.C., S.A. AND F., AS PROVIDED BY BLUE CROSS/BLUE SHIELD MAY BE PAID FOR BY THE EMPLOYEES AND MANDATORY SECOND SURGICAL OPINION PROGRAM RIDER (PCES-2)). THIS

PLAN COVERS ALL FULL-TIME EMPLOYEES UNDER THIS AGREEMENT.

BLUE CROSS DEFINES FAMILY TO INCLUDE YOU, YOUR SPOUSE AND YOUR CHILDREN THROUGH THE END OF THE CALENDAR YEAR IN WHICH THEY REACH THEIR 19TH BIRTHDAY PROVIDED, HOWEVER, THAT IF THE EMPLOYEE'S SPOUSE IS A CITY EMPLOYEE, THE HOSPITALIZATION INSURANCE PROVIDED HEREIN SHALL BE LIMITED TO ONE PLAN (BC/BS OR HCN) AND IN NO CASE SHALL SUCH EMPLOYEES BE ENTITLED TO COVERAGE UNDER BOTH PLANS. EMPLOYEES MAY AT THEIR OPTION AND AT THEIR OWN EXPENSE, PROVIDE PROTECTION FOR OLDER DEPENDENTS SUCH AS PARENTS, BLOOD RELATIVES, MEMBERS OF THEIR HOUSEHOLD, AND FOR CHILDREN OVER 19.

A COORDINATION OF BENEFITS PROGRAM WITH DISCLOSURE OF OTHER CARRIERS SHALL BE INSTITUTED. EACH EMPLOYEE SHALL WITHIN ONE MONTH AFTER RATIFICATION OF THIS AGREEMENT PROVIDE THE CITY WITH HIS OR HER SPOUSE'S NAME, SOCIAL SECURITY NUMBER, EMPLOYER, AND THE NAME OF ANY HOSPITALIZATION PLAN WHICH IS AVAILABLE TO THE SPOUSE AT PLACE OF EMPLOYMENT. THE CITY IN CONJUNCTION WITH BC/BS WILL IMPLEMENT COORDINATION OF BENEFITS PURSUANT TO M.C.L.A. 550.251, ET. SEQ. AND THE RULES OF THE STATE INSURANCE COMMISSION, BOTH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

- B) AN EMPLOYEE MAY ELECT TO RECEIVE A ONE-TIME ONLY TAXABLE INCENTIVE OF \$2,000 FROM THE CITY IN EXCHANGE FOR THE EMPLOYEE'S WITHDRAWAL FROM THE CITY'S HEALTH INSURANCE PLAN FOR AN INDEFINITE PERIOD. THIS "OPT OUT" PROGRAM APPLIES ONLY TO EMPLOYEES WHO, AS OF THE 1995 ENROLLMENT PERIOD, ARE ELIGIBLE TO HAVE TWO-PERSON OR FAMILY COVERAGE IN EITHER OF THE BLUE CARE NETWORK OR BLUE CROSS/BLUE SHIELD INSURANCE PLANS OR WHO HAVE SINGLE COVERAGE AND ARE ELIGIBLE TO BE COVERED UNDER THEIR SPOUSE'S PLAN ELSEWHERE. ELIGIBILITY IS ALSO CONTINGENT UPON THE EMPLOYEE PROVIDING PROOF TO THE CITY THAT HE/SHE HAS HEALTH INSURANCE COVERAGE UNDER THEIR SPOUSE'S HEALTH INSURANCE PLAN. CITY EMPLOYEES WHO ARE MARRIED TO EACH OTHER ARE NOT ELIGIBLE TO RECEIVE THE "OPT OUT" INCENTIVE.

THE "OPT OUT" INCENTIVE WILL BE PAID IN FOUR \$500 INSTALLMENTS AS FOLLOWS: JANUARY 1996 COVERING THE PERIOD FROM JULY 1, 1995 THROUGH DECEMBER 31, 1995; JULY 1996 COVERING THE PERIOD FROM JANUARY 1, 1996 THROUGH JUNE 30, 1996; JANUARY 1997 COVERING THE PERIOD FROM JULY 1, 1996 THROUGH DECEMBER 31, 1996, AND; JULY 1997 COVERING THE PERIOD FROM JANUARY 1, 1997 THROUGH DECEMBER 31, 1997. THE INCENTIVE PAYMENTS WILL BE MADE NO LATER THAN THE SECOND PAY IN JANUARY 1996, JULY 1996, JANUARY 1997, AND JULY 1997, RESPECTIVELY.

AN EMPLOYEE MAY ELECT TO BECOME REINSTATED TO THE CITY'S HEALTH INSURANCE PLAN PRIOR TO THE NEXT REGULAR ANNUAL ENROLLMENT PERIOD IF AND ONLY IF HE/SHE PROVIDES PROOF TO THE CITY THAT HE/SHE HAS LOST

ARTICLE VIII - INSURANCE BENEFITS

(CONTINUED)

HEALTH INSURANCE COVERAGE.

IN ALL CASES WHERE AN EMPLOYEE WHO RECEIVED THE "OPT OUT" PAYMENT WISHES TO BECOME REINSTATED ON THE CITY'S HEALTH INSURANCE PLAN DURING THE TERM OF THIS AGREEMENT, EACH "OPT OUT" PAYMENT SHALL BE AMORTIZED OVER THE PRIOR SIX-MONTH COVERAGE PERIOD SUCH THAT THE EMPLOYEE WOULD RECEIVE ONLY A PRO-RATED AMOUNT OF THE \$500.00 "OPT OUT" PAYMENT BASED ON THE NUMBER OF MONTHS OUT OF THE PRIOR SIX MONTH COVERAGE PERIOD DURING WHICH THE EMPLOYEE WAS ON THE CITY'S PLAN. FOR EXAMPLE, IF THE EMPLOYEE OPTED BACK ON THE CITY'S PLAN ON DECEMBER 1, THE EMPLOYEE WOULD RECEIVE AN AMOUNT EQUAL TO 5/6THS OF THE JANUARY \$500 "OPT OUT" PAYMENT.

THE "OPT OUT" PAYMENT SHALL NOT BE COUNTED IN FINAL AVERAGE COMPENSATION FOR RETIREMENT PURPOSES.

- C) AS AN INCENTIVE FOR EMPLOYEES TO CHOOSE THE BLUE CARE NETWORK HMO INSURANCE (OR ALTERNATIVE PROVIDED BY THE CITY PURSUANT TO ARTICLE IX) RATHER THAN TRADITIONAL BLUE CROSS/BLUE SHIELD, ANY EMPLOYEE WHO HAS ELECTED HMO COVERAGE AS OF JUNE 15, 1995 SHALL BE ENTITLED TO RECEIVE A \$250 TAXABLE INCENTIVE PAYMENT COVERING THE PERIOD FROM JULY 1, 1995 THROUGH DECEMBER 31, 1995 AND A \$250 TAXABLE INCENTIVE PAYMENT IN JANUARY 1996 COVERING THE PERIOD FROM JANUARY 1, 1996 THROUGH JUNE 30, 1996. SIMILARLY, ANY EMPLOYEE WHO HAS ELECTED HMO COVERAGE AS OF JUNE 15, 1996 SHALL BE ENTITLED TO RECEIVE A \$250 TAXABLE INCENTIVE PAYMENT IN JULY 1996 COVERING THE PERIOD FROM JULY 1, 1996 THROUGH DECEMBER 31, 1996 AND A \$250 TAXABLE INCENTIVE PAYMENT IN JANUARY 1997 COVERING THE PERIOD FROM JANUARY 1, 1997 THROUGH JUNE 30, 1997. THE INCENTIVE PAYMENTS WILL BE MADE NO LATER THAN THE SECOND PAY IN JULY 1995, JANUARY 1996, JULY 1996, AND JANUARY 1997, RESPECTIVELY.

SHOULD THE EMPLOYEE SWITCH FROM HMO TO TRADITIONAL INSURANCE AT ANY TIME, THE EMPLOYEE SHALL REMIT TO THE CITY A LUMP SUM AMOUNT EQUAL TO A PRO-RATED PORTION OF THE INCENTIVE PAYMENT BASED ON THE NUMBER OF MONTHS OUT OF THE FISCAL YEAR IN WHICH THE EMPLOYEE DID NOT HAVE HMO COVERAGE. FOR EXAMPLE, IF AN EMPLOYEE SWITCHES INSURANCE FROM THE HMO TO THE TRADITIONAL PLAN BEGINNING DECEMBER 1, THE EMPLOYEE WOULD OWE THE CITY 1/6TH OF THE \$250 INCENTIVE PAYMENT MADE THE PRIOR JULY. THIS HMO INCENTIVE PROGRAM APPLIES TO ALL LEVELS OF COVERAGE (I.E. SINGLE, TWO-PERSON, FAMILY). EMPLOYEES WHO OPT OUT OF THE CITY'S HEALTH INSURANCE ALTOGETHER ARE NOT ELIGIBLE FOR THE HMO INCENTIVE. THE HMO INCENTIVE PAYMENT SHALL NOT BE COUNTED IN FINAL AVERAGE COMPENSATION FOR RETIREMENT PURPOSES.

SECTION 2. HOSPITALIZATION FOR RETIREES. THE CITY OF MADISON HEIGHTS SHALL ASSUME THE FULL COST OF BLUE CROSS/BLUE SHIELD INSURANCE FOR MVF-1, SEMI-PRIVATE AND PRESCRIPTION DRUG RIDER AND FOR MASTER MEDICAL INSURANCE

ARTICLE VIII - INSURANCE BENEFITS

(CONTINUED)

FOR ALL FULL-TERM RETIREES AND THEIR SPOUSES FOR EMPLOYEES RETIRING AFTER JULY 1, 1980. FULL-TERM RETIREMENT BEING DEFINED AS TWENTY-FIVE (25) YEARS OF SERVICE WITH THE CITY AND FIFTY-FIVE (55) YEARS OF AGE.

- A) IF A RETIREE OBTAINS EMPLOYMENT ELSEWHERE, SAID RETIREE WILL HAVE THE OPTION OF OBTAINING HOSPITALIZATION WITH THE SUBSEQUENT EMPLOYER OR RETAINING THE COVERAGE AS ENUMERATED ABOVE. IN NO EVENT WILL THE EMPLOYEE BE ALLOWED TO RETAIN TWO OR MORE SEPARATE HOSPITALIZATION PLANS. IN THE EVENT THE RETIREE OBTAINS, AT HIS OPTION, HOSPITALIZATION INSURANCE ELSEWHERE, THERE SHALL BE NO LIABILITY WITH THE CITY. UPON TERMINATION OF SUBSEQUENT EMPLOYMENT, THE RETIREE, AFTER GIVING NOTICE TO THE CITY, WILL RESUME WITH THE CITY, RETIREE HOSPITALIZATION INSURANCE AS WAS IN EFFECT AT TIME OF HIS RETIREMENT.
- B) SHOULD THE SPOUSE OR RETIREE BE EMPLOYED ELSEWHERE AND HEALTH INSURANCE IS PROVIDED TO THE SPOUSE OR RETIREE, EQUAL TO OR GREATER THAN THAT PROVIDED TO THE RETIREE, THE CITY WILL HAVE NO LIABILITY FOR HOSPITALIZATION INSURANCE. IN THE EVENT THE SPOUSE OR RETIREE TERMINATES EMPLOYMENT, THE CITY AFTER NOTICE, WILL RESUME HOSPITALIZATION COVERAGE ENUMERATED ABOVE AT THE TIME OF RETIREMENT.

UPON DEATH OF THE RETIREE, THE CITY'S OBLIGATION SHALL CEASE WITH REGARD TO THE ABOVE PROVISIONS.

SECTION 3. EYE CARE. THE CITY OF MADISON HEIGHTS SHALL PAY THE COST OF A BASIC EYE CO-OP PROGRAM EACH YEAR. SAID COST SHALL BE PAID DIRECTLY TO THE CARRIER BUT IN NO EVENT TO THE EMPLOYEE.

BENEFITS. EACH ELIGIBLE EMPLOYEE, SPOUSE, ALL DEPENDENT CHILDREN UNDER 19 YEARS OF AGE AND BONA FIDE DEPENDENT COLLEGE STUDENTS ARE ENTITLED TO AN EYE EXAMINATION AND A PAIR OF GLASSES, IF NEEDED, ONCE EVERY TWO YEARS.

THIS PLAN PROVIDES SINGLE VISION LENSES OR FOR WEARERS OF BIFOCALS A CHOICE OF KRYPTOK OR D-SEG 25 MM BIFOCAL LENSES OR TRIFOCAL LENSES, IN GLASS OR PLASTIC. THERE IS AN ALLOWANCE OF \$20.00 TOWARDS ANY FRAME.

OR FOR PATIENTS WHO PREFER CONTACT LENSES TO GLASSES, THERE WILL BE AN ALLOWANCE TOWARDS THE TOTAL COST - A REGULAR PRE-CONTRACT EXAM PLUS \$40.00 TOWARDS CONTACT LENSES. THIS EXAM IS A NECESSARY PREREQUISITE TO DETERMINE IF CONTACT LENSES ARE SUITABLE FOR THE PATIENTS. OR FOR POST CATARACT PATIENTS, THERE WILL BE A \$50.00 ALLOWANCE TOWARDS THE TOTAL COST FOR LENTICULAR LENSES.

ARTICLE VIII - INSURANCE BENEFITS

(CONTINUED)

SURCHARGES: A PATIENT SELECTING OTHER ITEMS AVAILABLE IN THE OPTICAL OFFICE BUT NOT INCLUDED IN THE PLAN (I.E., OTHER MULTIFOCAL LENS TYPES, OVERSIZE LENSES, MORE EXPENSIVE FRAME STYLES OR INDOOR TINTS) WOULD PAY HIS OWN SURCHARGE. A PATIENT SELECTING FRAMES NOT INCLUDED IN THE FUNDED PLAN WOULD PAY THE MARKED PRICE MINUS \$20.00.

THERE WILL BE A LENS SURCHARGE ON HEAVY PRESCRIPTIONS WHEN THE LENS POWER EXCEEDS 10.00 DIOPTERS SPHERICAL AND/OR 4.00 DIOPTERS CYLINDRICAL. GLASSES WILL BE AVAILABLE TO WEARER OF CORRECTIVE LENSES ONLY. THIS PLAN DOES NOT COVER OUTDOOR TINTS (SUNGLASSES).

SECTION 4. DENTAL INSURANCE. THE CITY SHALL PROVIDE DELTA DENTAL INSURANCE TO 75% OF CLASS I AND 75% OF CLASS II WITH A MAXIMUM OF \$1,000.00 PER PERSON.

THE BASIC COVERAGE AS HEREIN PROVIDED IS CLASS I BENEFIT, BASIC DENTAL SERVICES, 75%, CLASS II BENEFIT, PROSTHADONTIC DENTAL SERVICES, 75%. THE MAXIMUM BENEFIT PER PERSON CONTRACT YEAR IS \$1,000 FOR CLASS I AND CLASS II BENEFITS.

SECTION 5. PHYSICAL EXAMINATIONS. THE EMPLOYER AGREES THAT EACH EMPLOYEE MAY SUBMIT TO A PHYSICAL EXAMINATION EACH YEAR. UPON APPLICATION AND PRESENTATION OF APPROPRIATE RECEIPTS, THE EMPLOYER SHALL REIMBURSE THE EMPLOYEE FOR COSTS TO OBTAIN THE PHYSICAL EXAMINATION, NOT TO EXCEED SEVENTY-FIVE DOLLARS (\$75.00). SAID REIMBURSEMENT SHALL COVER PHYSICAL EXAMINATIONS ONLY AND SHALL NOT APPLY TOWARD TREATMENT OF ILLNESS OR INJURY. THE SEVENTY-FIVE DOLLAR (\$75.00) ANNUAL ALLOWANCE MAY BE USED TOWARD COMPLETION OF THE REQUIRED MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) PHYSICAL EXAMINATION.

SECTION 6. LIFE INSURANCE. EMPLOYEES SHALL BE ENTITLED TO GROUP LIFE INSURANCE VALUED AT \$25,000.00. THE ENTIRE COST OF THE PREMIUMS SHALL BE ASSUMED BY THE CITY OF MADISON HEIGHTS. EMPLOYEES ARE ABLE TO PURCHASE ADDITIONAL INSURANCE THROUGH THE CITY AT A VERY REASONABLE PREMIUM COST. THE AMOUNT OF THIS INSURANCE IS DEPENDENT UPON THE EMPLOYEE'S BASE SALARY.

SECTION 7. LIFE INSURANCE FOR RETIREES. EMPLOYEES WHO RETIRE WITH A CITY PENSION SHALL BE ENTITLED TO GROUP LIFE INSURANCE VALUED AT \$2,500. THE COST OF THE PREMIUM SHALL BE PAID BY THE CITY.

COMMENCING JULY 1, 1995, AND UPON SUBSEQUENT RETIREMENT WITH A CITY PENSION, EACH EMPLOYEE SHALL BE ENTITLED TO GROUP LIFE INSURANCE VALUED AT \$10,000. THE ENTIRE COST OF PREMIUMS FOR SAME SHALL BE ASSUMED AND PAID BY THE CITY OF MADISON HEIGHTS.

SECTION 8. SICK LEAVE.

- A) ALL EMPLOYEES SHALL BE GRANTED SICK LEAVE WITH FULL PAY FOR ONE (1) EIGHT (8) HOUR SERVICE DAY AT STRAIGHT TIME FOR EACH PERIOD OF SERVICE EQUAL TO THE DEPARTMENT'S SERVICE MONTH; PROVIDED, HOWEVER, THAT NO EMPLOYEE SHALL BE ENTITLED TO SICK LEAVE UNTIL COMPLETION OF SIX (6) MONTHS OF EMPLOYMENT.
- B) SICK LEAVE SHALL ACCRUE MONTHLY AND SHALL BE COMPUTED ON THE BASIS OF NOT LESS THAN EIGHTEEN (18) NORMAL SERVICE DAYS PER MONTH. SUCH TIME SHALL FIRST BE COMPUTED FROM THE DATE OF APPOINTMENT AND THEREAFTER, FROM THE BEGINNING OF EACH YEAR. SUCH LEAVE SHALL ACCRUE IN TERMS OF FULL DAYS ONLY, AND SHALL NOT EXCEED TWELVE (12) SERVICE DAYS IN ONE YEAR.
- C) UNUSED SICK LEAVE, AS PROVIDED IN THE ABOVE PARAGRAPH, SHALL BE CALLED CURRENT SICK LEAVE AND ACCUMULATED TO 48 DAYS. SUBJECT TO SECTION 3 OF ARTICLE XI - WAGE INSURANCE.
- D) SICK LEAVE MAY NOT BE GRANTED IN ANTICIPATION OF FUTURE SERVICE. RECOGNIZED HOLIDAYS FALLING WITHIN A PERIOD OF SICK LEAVE SHALL NOT BE COUNTED AS SICK DAYS.
- E) ABSENCES FOR ILLNESS IN THE IMMEDIATE FAMILY, OR IN THE HOUSEHOLD, REGARDLESS OF RELATIONSHIP AND OTHER JUSTIFIABLE ABSENCES IN THE JUDGMENT OF THE DEPARTMENT HEAD AND/OR CITY MANAGER, SHALL BE CONSIDERED PROPER SICK LEAVE. ANY EMPLOYEE OF THE CITY OF MADISON HEIGHTS WHO FINDS IT NECESSARY TO BE ABSENT FROM HIS OR HER WORK SHIFT SHALL OBTAIN LEAVE FROM HIS/HER IMMEDIATE SUPERVISOR, SO FAR AS POSSIBLE ON THE DAY BEFORE THE CONTEMPLATED ABSENCE. AN EMPLOYEE WHO IS UNABLE TO REPORT AS SCHEDULED ON A WORK DAY DUE TO ILLNESS OR INJURY SHALL NOTIFY HIS/HER IMMEDIATE SUPERVISOR PRIOR TO THE STARTING TIME OF HIS/HER SHIFT.
- F) EVIDENCE OF ILLNESS MUST BE PROVIDED BY MEDICAL CERTIFICATES OR OTHER SUITABLE PROOF OF ALL SICK LEAVE GRANTED BEYOND THREE (3) CONSECUTIVE DAYS; PROVIDED, HOWEVER, THAT THE GRANTING OF SICK LEAVE FOR NOT MORE THAN THREE (3) DAYS WITHOUT NECESSITY OF EVIDENCE SHALL BE SUBJECT TO SUCH VERIFICATION AS THE DEPARTMENT HEAD MAY SEE FIT TO REQUIRE, INCLUDING EXAMINATION BY A PHYSICIAN SELECTED BY SAID DEPARTMENT HEAD AND/OR CITY MANAGER.
- G) SICK LEAVE MAY BE ALLOWED IN CASES OF SICKNESS OR INJURY OCCURRING DURING THE VACATION PERIOD. EVIDENCE OF SUCH INCAPACITY FROM THE FIRST DAY MUST, HOWEVER, BE PROVIDED TO THE SATISFACTION OF THE DEPARTMENT HEAD AND/OR CITY MANAGER.

ARTICLE VIII - INSURANCE BENEFITS

(CONTINUED)

- H) SICK LEAVE SHALL NOT BE CHARGED AGAINST THE EMPLOYEE'S CURRENT OR RESERVED SICK LEAVE IN AMOUNTS OF LESS THAN ONE-HALF DAY FOR ANY ABSENCE, EXCEPT AS PROVIDED UNDER WORKER'S DISABILITY COMPENSATION.
- I) IN THE EVENT OF DEATH OF AN EMPLOYEE OR AN EMPLOYEE RETIRING WITH A VESTED CITY RETIREMENT PENSION, SAID EMPLOYEE OR EMPLOYEE'S BENEFICIARY SHALL RECEIVE FIFTY PERCENT (50%) OF UNUSED SICK LEAVE CREDITED TO THEIR ACCOUNT AT THE DATE OF THEIR DEATH OR RETIREMENT AT THEIR LAST BASE RATE OF COMPENSATION.
- J) AN EMPLOYEE WITH A MINIMUM OF ONE YEAR OF SERVICE WHO IS DISABLED AND UNABLE TO WORK AS A RESULT OF A NON-DUTY RELATED INJURY OR ILLNESS SHALL BE PROVIDED WITH HOSPITALIZATION INSURANCE FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING THE MONTH AFTER THE EMPLOYEE IS DISABLED, PROVIDED THAT IF THE EMPLOYEE IS ABLE TO USE LEAVE TIME TO ACHIEVE 18 SERVICE DAYS DURING THE 60 DAY WAITING PERIOD FOR DISABILITY INSURANCE, THEN THE TWELVE MONTH COVERAGE PERIOD FOR HOSPITALIZATION INSURANCE BEGINS WHEN THE EMPLOYEE RECEIVES DISABILITY INSURANCE COVERAGE. OTHERWISE, THE TWELVE MONTH COVERAGE PERIOD FOR HOSPITALIZATION INSURANCE BEGINS ON THE DATE OF THE NON-WORK RELATED ILLNESS OR INJURY.

SECTION 9. WORKER'S DISABILITY COMPENSATION

- A) THE PROVISION OF THE WORKER'S DISABILITY COMPENSATION ACT OF THE STATE OF MICHIGAN SHALL APPLY IN ALL ACCIDENTS OR INJURIES TO EMPLOYEES IN THE COURSE OF EMPLOYMENT.
- B) EACH FULL-TIME EMPLOYEE WHO IS UNABLE TO WORK AS A RESULT OF AN INJURY ARISING OUT OF THE COURSE OF HIS/HER EMPLOYMENT SHALL RECEIVE ONE HUNDRED PERCENT (100%) FOR ONE (1) WEEK WAITING PERIOD REQUIRED BY THE WORKER'S DISABILITY COMPENSATION ACT, WHICH SHALL NOT BE CHARGEABLE TO SICK LEAVE, PROVIDED, HOWEVER, THAT WHENEVER AN EMPLOYEE RECEIVED WORKER'S DISABILITY COMPENSATION FOR THE FIRST WEEK OF INJURY, THE EMPLOYEE SHALL PAY OVER EQUAL COMPENSATION TO THE CITY OF MADISON HEIGHTS.
- C) WHEN WORKER'S DISABILITY COMPENSATION BENEFITS BECOME EFFECTIVE, THE EMPLOYEE MAY SUPPLEMENT SUCH BENEFITS WITH ACCRUED SICK LEAVE ALLOWANCE OR VACATION (IN THAT ORDER UP TO THE DOLLAR AMOUNT OF REGULAR COMPENSATION RECEIVED FOR A FORTY (40) HOUR WORK WEEK) WHERE THERE ARE CREDITS IN THE SICK LEAVE OR VACATION ACCOUNT. SICK LEAVE MAY BE USED IN AMOUNTS OF LESS THAN HALF-DAY SUPPLEMENT PAY UP TO FORTY (40) HOURS PER WEEK.

ARTICLE VIII - INSURANCE BENEFITS

(CONTINUED)

- D) WHEN SICK LEAVE ALLOWANCE OR VACATION IS EXHAUSTED, FURTHER PAYMENTS SHALL THEN BE LIMITED TO THE AMOUNT PROVIDED UNDER THE PROVISIONS OF THE WORKER'S DISABILITY COMPENSATION ACT.
- E) AN EMPLOYEE WILL NOT SUFFER LOSS OF PAY FOR TIME SPENT FOR DOCTOR VISITS AS A RESULT OF JOB RELATED INJURY OR ILLNESS. SUCH VISITS WILL ONLY BE ALLOWED AFTER APPROVAL BY SUPERVISOR, UNLESS SCHEDULED ON EMPLOYEE'S TIME.
- F) ANY EMPLOYEE WHO SUSTAINS A JOB-RELATED INJURY AND HAS EXHAUSTED EARNED LEAVE TIME, SHALL ACCRUE ALL FRINGE BENEFITS (INCLUDING SICK AND VACATION DAYS) NOT TO EXCEED SIX (6) MONTHS FROM DATE OF INJURY OR ILLNESS, OR AFTER HAVING EXHAUSTED SICK AND VACATION BENEFITS WHICHEVER IS LATEST, PROVIDED, HOWEVER, THAT IF THE EMPLOYEE CONTINUES TO BE DISABLED BEYOND THE SIX MONTHS, THE CITY SHALL PROVIDE BC/BS FOR AN ADDITIONAL TWELVE MONTHS OR RETIREMENT WHICHEVER COMES FIRST.
- G) AN EMPLOYEE INJURED ON OTHER GAINFUL EMPLOYMENT OUTSIDE OF CITY EMPLOYMENT SHALL NOT BE ELIGIBLE FOR WORKER'S DISABILITY BENEFITS FROM THE CITY.

SECTION 10. FMLA LEAVE. NOTHING CONTAINED IN THIS ARTICLE SHALL SUPERSEDE THE CITY'S POLICY TO COMPLY WITH THE FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA).

ARTICLE IX - ALTERNATIVE INSURANCE PROGRAMS

THE CITY SHALL HAVE THE RIGHT TO GO TO AN ALTERNATIVE INSURANCE CARRIER PROVIDED COVERAGE IS EQUAL OR GREATER THAN THAT PROVIDED BY CURRENT INSURANCE COVERAGE.

ARTICLE X - WAGES

SECTION 1. ATTACHED HERETO, AND MARKED SCHEDULES "A", "B", "C", AND "D" ARE SCHEDULES SHOWING THE CLASSIFICATION AND WAGE RATES OF THE EMPLOYEES COVERED BY THIS AGREEMENT. SAID SCHEDULES "A", "B", "C", AND "D" FURTHER SET FORTH THE HOURS OF WORK, REGULAR WORKING CONDITIONS, AND OTHER DETAILS OF EMPLOYMENT. IT IS MUTUALLY AGREED THAT SAID SCHEDULES "A", "B", "C", AND "D" AND OTHER CONTENTS THEREOF SHALL CONSTITUTE A PART OF THIS AGREEMENT.

SECTION 2. PAID FOR TIME. ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE PAID FOR ALL TIME SPENT IN THE SERVICE OF THE CITY. RATES OF PAY SHALL BE THOSE PROVIDED FOR BY THIS AGREEMENT. TIME SHALL BE COMPUTED FROM THE TIME THAT THE EMPLOYEE REPORTS FOR WORK AND REGISTERS IN, UNTIL THE TIME HE/SHE IS EFFECTIVELY RELEASED FROM DUTY EXCEPT WHERE MODIFIED BY THIS AGREEMENT.

ARTICLE X - WAGES

(CONTINUED)

SECTION 3. PAY PERIOD. (NOT MORE THAN SEVEN DAYS WAGES SHALL BE WITHHELD FROM A REGULAR EMPLOYEE.) THE CITY SHALL PROVIDE BI-WEEKLY PAY PERIODS. EACH EMPLOYEE SHALL BE PROVIDED WITH AN ITEMIZED STATEMENT OF EARNINGS AND ALL DEDUCTIONS MADE FOR ANY PURPOSE.

ARTICLE XI - WAGE INSURANCE

SECTION 1. A "SHORT TERM" AND "LONG TERM" HEALTH AND ACCIDENT WAGE INSURANCE POLICY SHALL BE PURCHASED THROUGH THE CITY OF MADISON HEIGHTS. SAID POLICY SHALL PAY SIXTY PERCENT (60%) OF THE EMPLOYEE'S GROSS WEEKLY WAGE AFTER A SIXTY (60) CALENDAR DAY WAITING PERIOD AND SAID PAYMENTS SHALL CONTINUE UNTIL THE AGE OF SIXTY-FIVE (65), PROVIDED THE EMPLOYEE CONTINUES TO BE QUALIFIED, OR UNTIL THE EMPLOYEE IS ELIGIBLE FOR PENSION BENEFITS, OR UNTIL THE EMPLOYEE OBTAINS EMPLOYMENT REASONABLY EQUAL TO HIS/HER CITY EMPLOYMENT.

ANY BENEFITS FROM SOCIAL SECURITY, WORKER'S DISABILITY COMPENSATION OR OTHER SIMILAR SOURCES SHALL BE DEDUCTED FROM THE WAGE INSURANCE BENEFITS SO THAT AN EMPLOYEE WILL RECEIVE A TOTAL OF NO MORE THAN SIXTY PERCENT (60%) OF HIS/HER REGULAR WEEKLY GROSS WAGE.

THIS WAGE INSURANCE POLICY SHALL BE FULLY PAID BY THE EMPLOYER.

SECTION 2. THE EMPLOYEE SHALL CONTINUE TO RECEIVE THE MAXIMUM OF TWELVE (12) EARNED SICK DAYS PER YEAR PROVIDED THE EMPLOYEE IS NOT ON LONG-TERM OR SHORT-TERM INSURANCE. ALL SICK DAYS ACCUMULATED DURING THE CONTRACT YEAR IN EXCESS OF FORTY-EIGHT (48) DAYS SHALL BE "BOUGHT BACK" BY THE CITY AT FIFTY PERCENT (50%) OF THE EMPLOYEE'S WAGE RATE DURING THE YEAR THE SICK TIME IS EARNED. EXAMPLE:

IF A PERSON HAD ACCUMULATED FORTY-EIGHT (48) SICK DAYS TIME BY JUNE 30, 1994, AND ACCUMULATES ANOTHER TWELVE (12) DAYS BUT DOES NOT USE ANY OF THESE SICK DAYS DURING THE CONTRACT YEAR, THE CITY SHALL BUY BACK ALL TWELVE (12) DAYS AT FIFTY PERCENT (50%) OF THE EMPLOYEE'S WAGE RATE. IF, FOR EXAMPLE, AN EMPLOYEE ON JUNE 30, 1994, HAD ACCUMULATED FORTY (40) DAYS SICK LEAVE AND EARNS TWELVE (12) DAYS DURING THE YEAR, BUT DOES NOT USE ANY OF THE SICK LEAVE, THE EMPLOYEE WILL HAVE ACCUMULATED AN EXCESS OF FOUR (4) DAYS, WHICH SHALL BE BOUGHT BACK BY THE CITY AT FIFTY PERCENT (50%) OF THE EMPLOYEE'S WAGE RATE. PAYMENT SHALL BE MADE BETWEEN JULY 15TH AND JULY 30TH FOLLOWING THE END OF EACH FISCAL YEAR.

THE FIFTY PERCENT (50%) BUY BACK IS FIFTY PERCENT (50%) OF THE EMPLOYEE'S DAILY GROSS WAGE, EXCLUDING ALL DIFFERENTIALS, PREMIUMS AND LONGEVITY AND ADJUSTMENTS IN EFFECT ON THE LAST DAY OF THE FISCAL YEAR.

ARTICLE XI - WAGE INSURANCE

(CONTINUED)

THE ABOVE STATED "BUY BACK" OF SICK TIME SHALL BE SEPARATE AND DISTINCT FROM THE EMPLOYEE'S "SHORT TERM" AND "LONG TERM" HEALTH AND ACCIDENT WAGE INSURANCE POLICIES, AND FURTHER, THE NUMBER OF ACCUMULATED SICK DAYS SHALL IN NO WAY AFFECT THE INSURANCE POLICIES.

SECTION 3. THE EMPLOYEES WHO HAVE OVER 384 HOURS OF SICK TIME ACCUMULATED SHALL HAVE THIS TIME HELD FOR THEM IN A RESERVE ACCOUNT.

ARTICLE XII - HOURS OF WORK & PREMIUM PAY

SECTION 1. WORK WEEK. AN EMPLOYEE'S WORK WEEK SHALL CONSIST OF FIVE (5) CONSECUTIVE WORK DAYS. TIME WORKED BEFORE OR AFTER THE REGULAR SCHEDULED WORK DAY AND WEEK SHALL BE CONSIDERED EMERGENCY TIME AND COMPENSATED ACCORDINGLY. CHANGES IN THESE SCHEDULES HAVE BEEN WORKED OUT WITH THE MEN IN THE PAST EXCEPT THAT IF GENERAL AGREEMENT CANNOT BE ACQUIRED, THE DEPARTMENT HEAD MADE THE DECISION, SUBJECT TO THE GRIEVANCE PROCEDURE.

SECTION 2. COMPENSATION.

- A) THERE WILL BE TWENTY-SIX (26) PAY DAYS, ONE (1) EVERY TWO WEEKS.
- B) LAPSED TIME OF EMPLOYMENT, FROM MINIMUM TO MAXIMUM PAY WITHIN A CATEGORY SHALL BE SHOWN ON THE PAY SCHEDULE.
- C) UPON PROMOTION, AN EMPLOYEE SHALL RECEIVE THE FIRST PAY RATE IN THE PAY GRADE IN WHICH THE EMPLOYEE HAS BEEN ADVANCED WHICH IS LARGER THAN THE LAST RATE IN THE CLASSIFICATION FROM WHICH THE EMPLOYEE HAS BEEN PROMOTED.
- D) COMPENSATION FOR SUNDAYS SHALL BE TWO (2) TIMES THE REGULAR COMPENSATION. THIS PROVISION IS LIMITED TO FULL-TIME HOURLY RATED PERSONNEL OF THE DIVISIONS OF STREETS, SANITATION, WATER, SEWER, PARKS, MOTOR POOL, AND CUSTODIANS.
- E) COMPENSATION FOR WORK PERFORMED ON HOLIDAYS SHALL BE TWO (2) TIMES THE REGULAR COMPENSATION, PLUS THE HOLIDAY PAY.
- F) COMPENSATION FOR WORK OVER EIGHT (8) HOURS IN ONE DAY AND SATURDAY SHALL BE ONE-AND-ONE-HALF (1-1/2) TIMES REGULAR COMPENSATION.
- G) THE NORMAL WORK WEEK SHALL BE MONDAY THROUGH FRIDAY NOTWITHSTANDING PARAGRAPHS (D), (E), AND (F). SOME EMPLOYEES MAY BE SCHEDULED FOR A DIFFERENT WORK WEEK UNDER WHICH CONDITIONS THE SIXTH (6TH) DAY AS SUCH WILL BE A TIME-AND-ONE-HALF (1-1/2) DAY, AND THE SEVENTH (7TH) DAY WILL BE A DOUBLE-TIME DAY PROVIDED FURTHER THAT IN ANY SEVEN (7) DAY PERIOD, TIME-AND-ONE-HALF AND DOUBLE TIME SHALL BE PAID ONLY ONCE. ANY CHANGE IN SCHEDULES TO BE MADE UNDER THIS PARAGRAPH SHALL BE

DISCUSSED WITH THE UNION PRIOR TO BEING PLACED IN EFFECT IN AN ATTEMPT TO REACH AGREEMENT.

- H) AN EMPLOYEE WHEN TEMPORARILY REQUIRED TO WORK IN A CLASSIFICATION HIGHER THAN HIS/HER CLASSIFICATION WILL RECEIVE THE NEXT HIGHER PAY RATE OF THE CLASSIFICATION TO WHICH HE/SHE HAS BEEN TEMPORARILY ASSIGNED. UPON RETURN TO HIS/HER REGULAR CLASSIFICATION, HIS/HER RATE WILL BE THE SAME RATE PAID BEFORE HIS/HER TEMPORARY ASSIGNMENT.

SECTION 3. CALL-IN-TIME. SENIORITY AND QUALIFICATIONS WILL GOVERN AS TO CALL-IN OVERTIME ON THE BASIS OF ACTUAL HOURS PAID, IT BEING THE INTENT TO EQUALIZE THE OVERTIME BETWEEN THE EMPLOYEES AS NEAR AS POSSIBLE. OVERTIME HOURS REFUSED BY EMPLOYEES SHALL BE COUNTED FOR EQUALIZATION PURPOSES. THIS PROVISION IS LIMITED TO FULL-TIME HOURLY RATED EMPLOYEES IN EACH DIVISION.

AN EMPLOYEE REQUIRED TO WORK MORE THAN TWO (2) HOURS OVERTIME SHALL BE GRANTED A FIFTEEN (15) MINUTE COFFEE BREAK. IN THE EVENT THAT SUCH EMPLOYEE IS REQUIRED TO WORK OVER FOUR (4) HOURS OVERTIME, HE/SHE SHALL BE ENTITLED TO A PAID MEAL PERIOD OF A HALF HOUR. THE TIME OF THE COFFEE BREAK AND MEAL PERIOD WILL BE DETERMINED BY THE EMPLOYER.

THE MINIMUM AMOUNT OF CALL-IN OVERTIME FOR MONDAY THROUGH SATURDAY, INCLUSIVE, SHALL BE TWO (2) HOURS AND THE MINIMUM AMOUNT OF CALL-IN OVERTIME FOR SUNDAYS AND HOLIDAYS WILL BE FOUR (4) HOURS. EMPLOYEES CALLED IN FOR OVERTIME WORK SHALL BE EXPECTED TO WORK THE FULL PERIOD FOR WHICH THEY ARE TO BE PAID.

EXCEPT IN CASES WHERE A HOLIDAY FALLS ON A FRIDAY OR MONDAY, THE OVERTIME LIST AS OF THE END OF THE WORK DAY ON FRIDAY SHALL BE USED AS THE BASIS FOR OVERTIME CALL-IN DURING THE WEEKEND IMMEDIATELY FOLLOWING THE FRIDAY AND UNTIL MONDAY MORNING. IF A HOLIDAY FALLS ON A FRIDAY OR MONDAY, THE OVERTIME LIST FROM THE REGULAR WORK DAY IMMEDIATELY PRIOR TO THE HOLIDAY SHALL BE USED UNTIL THE NEXT REGULARLY SCHEDULED WORKDAY. FOR EXAMPLE, IF A HOLIDAY FALLS ON FRIDAY, THEN THE LIST FROM THE PRECEDING THURSDAY WILL BE USED UNTIL MONDAY MORNING. CONVERSELY, IF A HOLIDAY FALLS ON MONDAY, THEN THE LIST FROM THE FRIDAY BEFORE WILL BE USED UNTIL TUESDAY MORNING.

SECTION 4. EMERGENCY TIME. ALL PERSONNEL SHALL MAKE A GOOD FAITH EFFORT TO PARTICIPATE IN OVERTIME, BOTH SCHEDULED AND UNSCHEDULED. TO ENABLE THE CITY TO CONTACT EMPLOYEES FOR EMERGENCY CALL-IN DUTY, EACH EMPLOYEE SHALL BE REQUIRED TO HAVE A TELEPHONE AT HIS/HER PLACE OF RESIDENCE NO LATER THAN JULY 1, 1989 AND TO KEEP THE CITY INFORMED OF HIS/HER CURRENT TELEPHONE NUMBER. WHEN AN HOURLY RATED EMPLOYEE IS CALLED IN TO WORK, THE EMPLOYEE SHALL BE ALLOWED A THIRTY MINUTE CALL-IN TIME PROVIDED:

ARTICLE XII - HOURS OF WORK & PREMIUM PAY

(CONTINUED)

- 1) THE EMPLOYEE MUST PUNCH IN NO LATER THAN THIRTY MINUTES AFTER BEING CALLED. EMPLOYEES WHO PUNCH IN LATER THAN THIRTY MINUTES AFTER BEING CALLED SHALL ONLY BE PAID FROM THE TIME THE EMPLOYEE PUNCHED IN.
- 2) THE EMPLOYEE MUST START WORK IMMEDIATELY AFTER PUNCHING IN.

SUCH EMPLOYEE WILL BE ALLOWED A MINIMUM OF TWO HOURS WORK OR TWO HOURS PAY PROVIDED, WHEN AN EMPLOYEE IS CALLED IN TO WORK ON A RECOGNIZED HOLIDAY, THE EMPLOYEE SHALL BE ALLOWED A MINIMUM OF FOUR (4) HOURS WORK OR FOUR HOURS PAY.

EQUALIZATION OF OVERTIME HOURS PAID IN THE DIVISION SHALL PREVAIL IN THE DISTRIBUTION OF EMERGENCY DUTY OVERTIME WORK. IN THE EVENT A CREW CANNOT BE ASSEMBLED AFTER THE LAST EMPLOYEE IN THE CLASSIFICATION IS CALLED, THEN EMPLOYEES WILL BE CALLED IN REVERSE ORDER OF SENIORITY AND EMPLOYEES MUST REPORT FOR EMERGENCY DUTY UNTIL THE CREW IS ASSEMBLED.

THROUGH DISCUSSION BETWEEN THE EMPLOYEE AND/OR REPRESENTATIVE AND THE EMPLOYEE'S SUPERVISOR, A REASONABLE ATTEMPT WILL BE MADE TO RESOLVE ANY DISPUTE OR PROBLEM REGARDING OVERTIME ASSIGNMENTS ARISING AT THE BEGINNING OF THE WORK SHIFT, SUBJECT TO THE GRIEVANCE PROCEDURE AS SET FORTH HEREIN.

SECTION 5. PREMIUM PAY. ANY SCHEDULED SHIFTS STARTING AT 2:00P.M., OR LATER, SHALL BE CONSIDERED AS AFTERNOON OR MIDNIGHT SHIFTS AND SHALL BE COMPENSATED WITH AN ADDITIONAL FIFTEEN CENTS (15¢) PER HOUR AS PREMIUM PAY.

SECTION 6. COMPENSATORY TIME. PERSONNEL MAY, AT THEIR OPTION, SUBJECT TO APPROVAL BY THE DEPARTMENT HEAD, BUILD UP COMPENSATORY TIME NOT TO EXCEED TWENTY-FOUR (24) HOURS AT THE RATE AT WHICH THE EMPLOYEE IS BEING COMPENSATED TO USE AS ACCUMULATED TIME OFF INSTEAD OF PAID OVERTIME. ANY HOURS WORKED OVER TWENTY-FOUR (24) HOURS MUST BE PAID FOR AT THE RATE AT WHICH THE EMPLOYEE IS BEING COMPENSATED. ACCUMULATED COMPENSATORY TIME MAY BE TAKEN OFF ONLY WITH ADVANCE APPROVAL OF THE DEPARTMENT HEAD AND IN INCREMENTS OF NOT LESS THAN FOUR (4) HOURS.

ARTICLE XIII - HOLIDAYS & PERSONAL LEAVE DAYS

SECTION 1. HOLIDAYS. THE RECOGNIZED HOLIDAYS SHALL BE:

| | |
|----------------------------|---------------------|
| INDEPENDENCE DAY | CHRISTMAS DAY |
| LABOR DAY | NEW YEAR'S EVE |
| VETERAN'S DAY | NEW YEAR'S DAY |
| THANKSGIVING DAY | GOOD FRIDAY |
| DAY AFTER THANKSGIVING DAY | MEMORIAL DAY |
| CHRISTMAS EVE | EMPLOYEE'S BIRTHDAY |

ARTICLE XIII - HOLIDAYS & PERSONAL LEAVE DAYS

(CONTINUED)

TO BE ELIGIBLE FOR HOLIDAY PAY, AN EMPLOYEE MUST WORK THE LAST REGULARLY SCHEDULED DAY (MINIMUM SIX HOURS) BEFORE THE HOLIDAY AND THE NEXT REGULARLY SCHEDULED DAY (MINIMUM SIX HOURS) AFTER THE HOLIDAY; PROVIDED, HOWEVER, THAT THIS REQUIREMENT WILL NOT APPLY WITH RESPECT TO ANY HOLIDAY FALLING WITHIN AN EMPLOYEE'S AUTHORIZED VACATION PERIOD; PROVIDED FURTHER, THAT IF AN EMPLOYEE'S NAME IS ON THE PAYROLL AND THE EMPLOYEE IS PAID FOR THE DAY BEFORE AND THE DAY AFTER A HOLIDAY, IT WILL BE CONSIDERED AS A DAY WORKED.

SHOULD ONE OF THE ABOVE HOLIDAYS FALL ON SATURDAY, FRIDAY SHALL BE RECOGNIZED AS THE HOLIDAY; SHOULD ONE OF THE ABOVE HOLIDAYS FALL ON A SUNDAY, MONDAY SHALL BE RECOGNIZED AS THE HOLIDAY.

SECTION 2. PERSONAL LEAVE DAYS.

AN EMPLOYEE WITH GOOD CAUSE SHALL BE GRANTED FOUR (4) PERSONAL LEAVE DAYS FOR THE CONTRACT YEAR. THIS IS ONE (1) PERSONAL LEAVE DAY BEING EARNED PER QUARTER. PERSONAL LEAVE DAYS SHALL NOT BE TAKEN IN ADVANCE OF THE QUARTER IN WHICH THEY ARE EARNED EXCEPT THAT IN CASES OF SPECIAL NEED, THE ASSISTANT CITY MANAGER FOR PUBLIC SERVICE MAY APPROVE A PERSONAL LEAVE DAY IN ADVANCE FOR PERMANENT EMPLOYEES WITH THE UNDERSTANDING THAT SHOULD THE EMPLOYEE TERMINATE EMPLOYMENT WITH THE CITY PRIOR TO HAVING EARNED SAID PERSONAL LEAVE DAY, A DOLLAR AMOUNT EQUAL TO THE EMPLOYEE'S DAILY WAGE SHALL BE DEDUCTED FROM THE EMPLOYEE'S FINAL PAY.

PERSONAL LEAVE DAYS SHALL BE REQUESTED IN ADVANCE AND SHALL BE SCHEDULED SO AS NOT TO ADVERSELY IMPACT UPON THE OPERATIONAL EFFICIENCY OF THE DEPARTMENT; HOWEVER, A PERSONAL LEAVE DAY SHALL BE GRANTED WITH NO NOTICE PROVIDED A TRUE EMERGENCY EXISTS WITH PROOF OF SAME PROVIDED TO THE CITY.

ARTICLE XIV - VACATIONS

ALL FULL-TIME EMPLOYEES OF THE CITY OF MADISON HEIGHTS SHALL BE GRANTED VACATION LEAVE WITHOUT DEDUCTION OF PAY AS PROVIDED BELOW TO BE ACCRUED ON THE EMPLOYEE'S ANNIVERSARY DATE:

| | |
|-------------------|-------------|
| 1 - 4 YEARS | TWO WEEKS |
| 5 - 9 YEARS | THREE WEEKS |
| 10 - 14 YEARS | FOUR WEEKS |
| 15 YEARS AND OVER | FIVE WEEKS |

PROBATIONARY EMPLOYEES SHALL EARN NO VACATION PRIVILEGES. HOWEVER, AT THE COMPLETION OF THEIR PROBATIONARY PERIOD, EARNED VACATION TIME WILL BEGIN RETROACTIVE TO THE FIRST DATE OF HIRE.

ARTICLE XIV - VACATIONS

(CONTINUED)

FOR PURPOSES OF VACATION TIME COMPUTATION, EACH EMPLOYEE SHALL BE REQUIRED TO WORK A MINIMUM OF EIGHTEEN DAYS TO MAKE UP ONE SERVICE MONTH. VACATION SHALL BE FIGURED FROM THE FIRST MONTH IN WHICH AT LEAST EIGHTEEN DAYS ARE WORKED.

ANNUALLY, IT IS THE OBLIGATION OF INDIVIDUAL MEMBERS TO REDUCE ACCUMULATED VACATION TIME TO A MAXIMUM OF FIVE (5) WEEKS BY OR PRIOR TO THEIR ANNIVERSARY DATE AT WHICH TIME THEY SHALL RECEIVE ADDITIONAL TIME ACCORDING TO THE ABOVE SCHEDULE.

THE TIME WHEN SUCH VACATION MAY BE TAKEN SHALL BE DETERMINED BY THE DEPARTMENT HEAD WHO SHALL BE GOVERNED BY THE EMPLOYEE'S DESIRE AND THE INTEREST OF PUBLIC SERVICE. FOR VACATION INCREMENTS OF ONE DAY, THREE WORK DAYS ADVANCE NOTICE IS REQUIRED PLUS APPROVAL OF DEPARTMENT HEAD, PROVIDED, HOWEVER, THAT IN CASES OF EMERGENCY, THE DEPARTMENT HEAD MAY WAIVE THE THREE (3) DAY NOTICE REQUIREMENT.

UPON SEPARATION OF ANY EMPLOYEE FROM THE CITY'S SERVICE, EITHER BY RESIGNATION, LAYOFF, OR OTHER MEANS, EXCEPT DISCHARGE FOR CAUSE, SUCH EMPLOYEE SHALL BE GRANTED ACCRUED VACATION TIME UP TO AND INCLUDING ALL SUCH TIME DUE UP TO THE CONTRACTUAL LIMIT. IN THE EVENT OF DEATH OF THE EMPLOYEE, HIS OR HER PERSONAL REPRESENTATIVE SHALL BE PAID ALL VACATION TIME DUE SUCH EMPLOYEE. ANY EMPLOYEE WHO SEPARATES HIMSELF/HERSELF THROUGH UNEXCUSED ABSENCE WITHOUT LEAVE SHALL SURRENDER ALL RIGHTS TO A VACATION.

ARTICLE XV - LONGEVITY PAY

ALL EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE COMPLETED FIVE (5) OR MORE YEARS OF SERVICE FROM DATE OF HIRE IN ANY FISCAL YEAR, SHALL BE PAID LONGEVITY PAY ACCORDING TO THE FOLLOWING SCHEDULE:

| | |
|-----------------------------------|---|
| 5 YEARS - BUT LESS THAN 10 YEARS | 2% BASE SALARY OR HOURLY RATE TIMES 2080 HOURS. |
| 10 YEARS - BUT LESS THAN 15 YEARS | 4% OF BASE SALARY OR HOURLY RATE TIMES 2080 HOURS. |
| 15 YEARS - BUT LESS THAN 20 YEARS | 6% OF BASE SALARY OR HOURLY RATE TIMES 2080 HOURS. |
| 20 YEARS - AND OVER | 8% OF BASE SALARY OR HOURLY RATE TIMES 2080 HOURS. |

EMPLOYEES WHO REACH THEIR FIFTH YEAR WILL RECEIVE A FULL LONGEVITY PAYMENT ON THEIR ANNIVERSARY DATE.

DURING THE CONTRACT IN WHICH THE EMPLOYEES RETIRE UNDER ONE OF THE CITY'S RETIREMENT PLANS, THE EMPLOYEE SHALL BE ENTITLED TO RECEIVE, AT THE TIME OF RETIREMENT, A PRO-RATED PORTION OF THE LONGEVITY. AT RETIREMENT EVERY EMPLOYEE'S RECORD WILL BE ANALYZED TO ENSURE THAT CORRECT PAYMENTS HAVE BEEN MADE. ALL LONGEVITY COMPENSATION IS SUBJECT TO DEDUCTION FOR INCOME TAX, RETIREMENT, AND SOCIAL SECURITY BENEFITS.

ARTICLE XVI - MANAGEMENT RIGHTS

SECTION 1. IT IS RECOGNIZED THAT THE MANAGEMENT OF THE CITY, THE CONTROL OF ITS PROPERTIES AND THE MAINTENANCE OF ORDER AND EFFICIENCY IS SOLELY A RESPONSIBILITY OF THE CITY. OTHER RIGHTS AND RESPONSIBILITIES BELONGING SOLELY TO THE CITY ARE HEREBY RECOGNIZED, PROMINENT AMONG WHICH, BUT BY NO MEANS WHOLLY INCLUSIVE ARE WORK TO BE PERFORMED WITHIN THE UNIT, MAINTENANCE AND REPAIR, AMOUNT OF SUPERVISION NECESSARY, MACHINERY AND TOOL EQUIPMENT, METHODS, SCHEDULES OF WORK, TOGETHER WITH THE SELECTION, PROCUREMENT, DESIGNING, ENGINEERING, AND THE CONTROL OF EQUIPMENT AND MATERIAL AND THE RIGHT TO PURCHASE SERVICES OF OTHERS, CONTRACT OR OTHERWISE, EXCEPT AS THEY MAY BE OTHERWISE LIMITED BY THIS AGREEMENT.

SECTION 2. IT IS FURTHER RECOGNIZED THAT IT IS THE RESPONSIBILITY OF THE CITY FOR THE SELECTION AND DIRECTION OF THE WORKING FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND OR DISCHARGE FOR JUST CAUSE, ASSIGN, PROMOTE, OR TRANSFER, TO DETERMINE THE AMOUNT OF OVERTIME TO BE WORKED, TO RELIEVE EMPLOYEES FROM DUTY BECAUSE OF LACK OF WORK OR FOR OTHER LEGITIMATE REASONS IS VESTED EXCLUSIVELY IN THE CITY, SUBJECT TO THE SENIORITY RULES, GRIEVANCE PROCEDURE AND OTHER EXPRESS PROVISIONS OF THE AGREEMENT AS HEREIN SET FORTH.

SECTION 3. IT IS FURTHER UNDERSTOOD THAT IT IS THE RESPONSIBILITY OF THE CITY TO INTRODUCE NEW EQUIPMENT, METHODS, MACHINERY OR PROCESSES, CHANGE OR ELIMINATE EXISTING EQUIPMENT, AND INSTITUTE TECHNOLOGICAL CHANGES, DECIDE ON THE MATERIALS, SUPPLIES, EQUIPMENT AND TOOLS TO BE PURCHASED, PROCESSES OR THE CONSTRUCTION OF NEW FACILITIES OR THE IMPROVEMENT OF EXISTING FACILITIES AND TO DETERMINE THE NUMBER, LOCATION, AND TYPE OF FACILITIES AND TYPE OF INSTALLATION.

SECTION 4. IT IS ALSO THE CITY'S RESPONSIBILITY TO ESTABLISH WORK SCHEDULES, TO ADOPT, REVISE AND ENFORCE WORKING RULES, AND TO CARRY OUT COSTS AND GENERAL IMPROVEMENT PLANS AND TO SELECT EMPLOYEES FOR PROMOTION OR TRANSFER TO SUPERVISORY OR OTHER POSITIONS OUTSIDE THE BARGAINING UNIT SUBJECT TO AGREEMENT BETWEEN THE PARTIES AND THE TERMS OF THIS AGREEMENT.

ARTICLE XVII - MAINTENANCE OF STANDARDS

THE CITY AGREES THAT ALL CONDITIONS OF EMPLOYMENT RELATING TO WAGES, HOURS OF WORK, OVERTIME, DIFFERENTIALS AND GENERAL WORKING CONDITIONS SHALL BE MAINTAINED AT NOT LESS THAN THE HIGHEST MINIMUM STANDARDS IN EFFECT AT THE TIME OF THE SIGNING OF THIS AGREEMENT, AND THE CONDITIONS OF EMPLOYMENT SHALL BE IMPROVED WHEREVER SPECIFIC PROVISIONS FOR IMPROVEMENT ARE MADE ELSEWHERE IN THIS AGREEMENT. IT IS AGREED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO INADVERTENT OR BONA FIDE ERRORS MADE BY THE CITY OR THE UNION IN APPLYING THE TERMS AND CONDITIONS OF THIS AGREEMENT IF SUCH ERROR IS CORRECTED WITHIN NINETY (90) DAYS FROM THE DATE OF NOTIFICATION OF THE ERROR.

ARTICLE XVIII - SUB-CONTRACTING

SECTION 1. FOR THE PURPOSE OF PRESERVING WORK, CLASSIFICATIONS AND JOB OPERATIONS FOR THE EMPLOYEES COVERED BY THIS AGREEMENT, AND SUBJECT TO SECTION 3, HEREOF, THE CITY AGREES THAT NO WORK OR SERVICES PRESENTLY PERFORMED OR HEREAFTER ASSIGNED TO THE COLLECTIVE BARGAINING UNIT WILL BE SUB-CONTRACTED, TRANSFERRED, LEASED, ASSIGNED, OR CONVEYED IN WHOLE OR IN PART TO ANY OTHER PLAN, VENDOR, PERSON OR NON-UNIT EMPLOYEES IF SUCH SUB-CONTRACTING SHALL REDUCE THE EXISTING WORK FORCE.

SECTION 2. EXTRA CONTRACT AGREEMENTS. THE EMPLOYER AGREES NOT TO ENTER INTO ANY AGREEMENT WITH ANOTHER LABOR ORGANIZATION DURING THE LIFE OF THIS AGREEMENT WITH RESPECT TO THE EMPLOYEES COVERED BY THIS AGREEMENT OR AN AGREEMENT OR CONTRACT WITH SAID EMPLOYEES, INDIVIDUALLY OR COLLECTIVELY, WHICH IN ANY WAY CONFLICTS WITH THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR WHICH IN ANY WAY AFFECTS WAGES, HOURS OR WORKING CONDITIONS OF SAID EMPLOYEE, OR WHICH IN ANY WAY MAY BE CONSIDERED A PROPER SUBJECT FOR COLLECTIVE BARGAINING. ANY SUCH AGREEMENT SHALL BE NULL AND VOID.

SECTION 3. IN THE EVENT OF INTENT TO SUB-CONTRACT, THE CITY AGREES TO NOTIFY (IN WRITING), THE UNION OF INVESTIGATION OR INTENT OF SUB-CONTRACT, AND OFFERS TO MEET WITH SAID UNION A MINIMUM OF SIXTY (60) DAYS PRIOR TO GOING OUT FOR BIDS.

ARTICLE XIX - LIMITATION OF AUTHORITY & LIABILITY

SECTION 1. NO EMPLOYEE, UNION MEMBER OR OTHER AGENT OF THE UNION SHALL BE EMPOWERED TO CALL OR CAUSE ANY STRIKE, WORK STOPPAGE OR CESSATION OF EMPLOYMENT OF ANY KIND WHATSOEVER PROHIBITED UNDER ACT 379 P.A. 1965, AND THE UNION SHALL NOT BE LIABLE FOR ANY SUCH ACTIVITIES UNLESS EXPRESSLY SO AUTHORIZED OR UNLESS THE UNION FAILS TO MAKE A REASONABLE EFFORT TO HAVE ITS MEMBERS RETURN TO WORK WITHIN TWENTY-FOUR (24) HOURS.

ARTICLE XIX - LIMITATION OF AUTHORITY & LIABILITY

(CONTINUED)

SECTION 2. ANY INDIVIDUAL EMPLOYEE OR GROUP OF EMPLOYEES WHO WILLFULLY VIOLATE OR DISREGARD THE GRIEVANCE PROCEDURE SET FORTH IN ARTICLE IV OF THIS AGREEMENT, MAY BE SUMMARILY DISCHARGED BY THE CITY WITHOUT LIABILITY ON THE PART OF THE CITY OR UNION.

ARTICLE XX - PROTECTION OF RIGHTS

SECTION 1. IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT AND IT SHALL NOT BE CAUSE FOR DISCHARGE OR DISCIPLINARY ACTION IN THE EVENT AN EMPLOYEE REFUSED TO ENTER UPON ANY PROPERTY INVOLVED IN A PRIMARY LABOR DISPUTE, OR REFUSES TO GO THROUGH TO WORK BEHIND ANY PRIMARY PICKET LINE, INCLUDING THE PRIMARY PICKET LINE OF UNION'S PARTY TO THIS AGREEMENT, PROVIDED, HOWEVER, THAT SUCH REFUSAL SHALL IN NO WAY BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY AND WELFARE AND FURTHER PROVIDED THAT IT DOES NOT ADVERSELY AFFECT THE PERSONAL SAFETY OF THE EMPLOYEE.

SECTION 2. IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT, AND IT SHALL NOT BE A CAUSE FOR DISCHARGE OR DISCIPLINARY ACTION IF ANY EMPLOYEE REFUSES TO PERFORM ANY SERVICE WHICH HIS EMPLOYER UNDERTAKES TO PERFORM AS AN ALLY OF ANY EMPLOYER OR A PERSON WHOSE EMPLOYEES ARE ON STRIKE AND WHICH SERVICE, BUT FOR SUCH STRIKE WOULD BE PERFORMED BY THE EMPLOYEES OF THE EMPLOYER OR PERSON ON STRIKE, PROVIDED FURTHER, HOWEVER, THAT SUCH REFUSAL SHALL NOT BE DETRIMENTAL TO THE HEALTH, SAFETY, WELFARE OR CONVENIENCE OF THE PUBLIC WHEN AN EMERGENCY EXISTS.

SECTION 3. WITHIN FIVE (5) WORKING DAYS OF FILING OF GRIEVANCE CLAIMING VIOLATION OF THIS ARTICLE, PARTIES TO THIS AGREEMENT SHALL PROCEED TO SECTION 2 (A), (3) OF THE GRIEVANCE PROCEDURE WITHOUT TAKING ANY INTERMEDIATE STEPS, ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NOTWITHSTANDING.

ARTICLE XXI - SEVERABILITY AND SAVINGS CLAUSE

IF ANY ARTICLE OR SECTION OF THIS CONTRACT OR IF ANY RIDERS THERETO, SHOULD BE HELD INVALID BY OPERATION OF LAW OR BY ANY TRIBUNAL OF COMPETENT JURISDICTION, OR IF COMPLIANCE WITH OR ENFORCEMENT OF ANY ARTICLE OR SECTION SHOULD BE RESTRAINED BY SUCH TRIBUNAL PENDING A FINAL DETERMINATION AS TO ITS VALIDITY, THE REMAINDER OF THIS CONTRACT AND OF ANY RIDER THERETO, OR THE APPLICATION OF SUCH ARTICLE OR SECTION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT HAS BEEN HELD INVALID OR AS TO WHICH COMPLIANCE WITH OR ENFORCEMENT OF HAS BEEN RESTRAINED, SHALL NOT BE AFFECTED THEREBY.

IN THE EVENT THAT AN ARTICLE OR SECTION IS HELD INVALID OR ENFORCEMENT OF OR COMPLIANCE WITH WHICH HAS BEEN RESTRAINED AS ABOVE SET FORTH, THE PARTIES AFFECTED THEREBY SHALL ENTER INTO IMMEDIATE COLLECTIVE BARGAINING NEGOTIATIONS, UPON THE REQUEST OF THE UNION FOR THE PURPOSE OF ARRIVING AT

A MUTUALLY SATISFACTORY REPLACEMENT FOR SUCH ARTICLE OR SECTION DURING THE PERIOD OF INVALIDITY OR RESTRAINT. IF THE PARTIES DO NOT AGREE ON A MUTUALLY SATISFACTORY REPLACEMENT, EITHER PARTY SHALL BE PERMITTED ALL LEGAL RECOURSE IN SUPPORT OF ITS DEMANDS, NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY.

ARTICLE XXII - GENERAL

SECTION 1. SAFETY COMMITTEE.

- A) A SAFETY COMMITTEE SHALL BE COMPOSED OF NO LESS THAN ONE AND NO MORE THAN TWO UNION MEMBERS AND AT LEAST TWO MEMBERS APPOINTED BY THE CITY WHO WILL MEET FOR THE PURPOSE OF DISCUSSING SAFETY AND PROMULGATING SAFETY REGULATIONS WITH THE UNDERSTANDING THAT THE CITY HAS THE ULTIMATE RESPONSIBILITY AND SHALL MAKE THE FINAL DETERMINATION ON ALL MATTERS OF SAFETY AND SAFETY RULES. IN CASE OF DISAGREEMENT, THIS GRIEVANCE WILL IMMEDIATELY GO TO SECTION 4 OF "GRIEVANCE PROCEDURE", ANY OTHER PROVISIONS OF THIS AGREEMENT NOTWITHSTANDING.
- B) WHEN AN EMPLOYEE IS REQUIRED BY A SUPERVISOR TO WORK UNDER A CONDITION WHICH THE EMPLOYEE REGARDS AS A VIOLATION OF A SAFETY RULE, THE EMPLOYEE SHALL HAVE THE RIGHT TO PROTEST AND IF ORDERED BY THE SUPERVISOR TO PERFORM THE WORK INVOLVED, THE EMPLOYEE SHALL HAVE THE RIGHT TO PERFORM THE WORK UNDER PROTEST AND SHALL REFER THE MATTER TO THE SAFETY COMMITTEE FOR CONSIDERATION AND RECOMMENDATION. THE CITY SHALL CONSIDER THE PERSONAL SAFETY OF THE EMPLOYEES IN ESTABLISHING OPERATIONAL PROCEDURES.

SECTION 2. EQUIPMENT, ACCIDENTS AND REPORTS.

- A) THE CITY SHALL NOT REQUIRE EMPLOYEES TO TAKE OUT ON THE STREETS OR HIGHWAYS, ANY VEHICLE THAT IS NOT IN SAFE OPERATING CONDITION OR EQUIPPED WITH THE SAFETY APPLIANCE PRESCRIBED BY LAW. IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT WHERE EMPLOYEES REFUSE TO OPERATE SUCH EQUIPMENT UNLESS SUCH REFUSAL IS UNJUSTIFIED.
- B) UNDER NO CIRCUMSTANCES WILL AN EMPLOYEE BE REQUIRED OR ASSIGNED TO ENGAGE IN ANY ACTIVITY INVOLVING DANGEROUS CONDITIONS OF WORK OR DANGER TO PERSON OR PROPERTY OR IN VIOLATION OF AN APPLICABLE STATUTE OR COURT ORDER, OR GOVERNMENTAL REGULATION RELATING TO SAFETY OF PERSON OR EQUIPMENT.
- C) ANY EMPLOYEE INVOLVED IN ANY ACCIDENT SHALL IMMEDIATELY REPORT SAID ACCIDENT AND ANY PHYSICAL INJURY SUSTAINED. WHEN REQUIRED BY THE CITY, THE EMPLOYEE, BEFORE STARTING THE NEXT SHIFT, SHALL MAKE OUT AN ACCIDENT REPORT IN WRITING ON FORMS FURNISHED BY THE CITY AND SHALL TURN IN ALL AVAILABLE NAMES AND ADDRESSES OF WITNESSES TO ANY

ACCIDENTS. FAILURE TO COMPLY WITH THIS PROVISION, SHALL SUBJECT SUCH EMPLOYEE TO DISCIPLINARY ACTION BY THE CITY.

- D) EMPLOYEES SHALL IMMEDIATELY, OR AT THE END OF THEIR SHIFT, REPORT ALL DEFECTS OF EQUIPMENT. SUCH REPORTS SHALL BE MADE ON A SUITABLE FORM FURNISHED BY THE CITY AND SHALL BE MADE IN MULTIPLE COPIES, ONE COPY TO BE RETAINED BY THE EMPLOYEE. THE CITY SHALL NOT ASK OR REQUIRE ANY EMPLOYEE TO TAKE OUT EQUIPMENT THAT HAS BEEN REPORTED TO ANY OTHER EMPLOYEE AS BEING IN AN UNSAFE OPERATING CONDITION UNTIL SAME HAS BEEN APPROVED AS BEING SAFE BY THE MECHANICAL DEPARTMENT.
- E) WHEN THE OCCASION ARISES WHERE AN EMPLOYEE GIVES WRITTEN REPORT ON FORMS IN USE BY THE CITY, OF A VEHICLE BEING IN UNSAFE WORKING OPERATING CONDITION, AND RECEIVED NO CONSIDERATION FROM THE CITY, THE EMPLOYEE SHALL TAKE THE MATTER UP WITH THE OFFICERS OF THE UNION WHO WILL TAKE THE MATTER UP WITH THE CITY.
- F) THE CITY SHALL INSTALL HEATERS, DEFROSTERS AND WINDSHIELD WIPERS ON ALL TRUCKS AND KEEP SAME IN OPERATING CONDITION.

SECTION 3. BULLETIN BOARD. THE CITY SHALL PROVIDE A SUITABLE BULLETIN BOARD IN THE FACILITY WHERE EMPLOYEES HEREUNDER ARE EMPLOYED FOR THE POSTING OF SENIORITY AND VACATION LISTS FOR THE USE OF THE UNION. ONLY OFFICIAL UNION NOTICES ARE TO BE POSTED AND MUST HAVE THE SIGNATURE OF THE UNION BUSINESS REPRESENTATIVE OR THE SHOP STEWARD.

SECTION 4. TEST. ALL EMPLOYEES WHO ARE REQUIRED TO TAKE ANY TEST FOR CLASSIFICATION CHANGE WITHIN THE BARGAINING UNIT WILL TAKE SUCH TEST ON CITY TIME AND WILL SUFFER NO LOSS OF PAY FOR TIME USED IN TAKING SUCH TEST.

SECTION 5. COFFEE BREAKS FOR STREETS, SANITATION, WATER & SEWER DIVISIONS, PARKS, MAINTENANCE, MOTOR POOL

- A) ONE "COFFEE BREAK" WILL BE PERMITTED DURING THE MORNING WORK PERIOD AND ONE DURING THE AFTERNOON WORK PERIOD. ANY "BREAKS" IN EXCESS OF THESE TWO ARE UNAUTHORIZED AND WILL SUBJECT NON-CONFORMING EMPLOYEES TO DISCIPLINARY ACTION.
- B) "COFFEE BREAK" IS DEFINED AS A FIFTEEN (15) MINUTE BREAK IN THE WORK PERIOD DURING WHICH THE EMPLOYEE CAN REST OR RELAX, DRINK COFFEE, OR ANY OTHER LIQUID REFRESHMENT OF NON-ALCOHOLIC CONTENT, OR HAVE A SNACK OR A COMBINATION OF ANY OR ALL THE FOREGOING. IT IS LIMITED TO FIFTEEN (15) MINUTES. THOSE EMPLOYEES WHO UTILIZE RESTAURANTS FOR THIS BREAK MUST BE BACK AT WORK WITHIN THE FIFTEEN (15) MINUTES ALLOWED. IF RESTAURANT SERVICE IS SUCH THAT THIS CANNOT BE ACCOMPLISHED, THEN THE EMPLOYEE SHOULD CARRY A THERMOS BOTTLE.

- C) NO A.M. "COFFEE BREAK" SHALL BE TAKEN UNTIL AFTER THE EMPLOYEE HAS WORKED AT LEAST TWO (2) HOURS. SUPERVISION SHALL HAVE THE AUTHORITY TO AUTHORIZE DEVIATION FROM THIS SECTION ONLY WHEN IN THEIR JUDGMENT SUCH DEVIATION IS JUSTIFIED BY UNUSUAL CIRCUMSTANCES.
- D) IT IS TO BE CLEARLY UNDERSTOOD THAT THE FOREGOING RULES ARE NOT TO BE INTERPRETED AS AUTHORIZING EMPLOYEES TO DROP WHAT THEY ARE WORKING AT AND LEAVE FOR COFFEE WHENEVER THE NATURE OF THE WORK BEING PERFORMED REQUIRES THEM TO CONTINUE UNTIL A SATISFACTORY BREAK PERIOD IS POSSIBLE. THERE MAY EVEN BE TIMES WHEN, BECAUSE OF THE TYPE OF WORK BEING DONE, A "BREAK" WILL NOT BE POSSIBLE (SUCH AS, DURING SEALCOAT OPERATIONS). EMPLOYEES WILL HAVE TO BE GUIDED BY THE JUDGMENT OF SUPERVISION DURING SUCH INFREQUENT OCCASIONS.
- E) VIOLATIONS OF THIS POLICY WILL RESULT IN DISCIPLINARY ACTION.

SECTION 6. WASH-UP TIME. THERE SHALL BE A TEN (10) MINUTE WASH-UP PERIOD AT THE END OF THE AFTERNOON WORK PERIOD, AND DISINFECTANT SOAP WILL BE PROVIDED WHERE NEEDED.

SECTION 7. GENERAL. EMPLOYEES WHO WORK EITHER SEASONAL, TEMPORARILY, OR PART-TIME IN CASES OF EMERGENCY SHALL NOT BE COVERED BY THE PROVISIONS OF THIS AGREEMENT. IT IS NOT THE INTENT OF THIS ARTICLE TO REPLACE ANY PERMANENT JOB POSITIONS NOR UNDERMINE THE UNION.

1. SEASONAL EMPLOYEES SHALL BE USED TO SUPPLEMENT, NOT TO SUPPLANT, THE REGULAR WORK FORCE;
2. REGULAR EMPLOYEES SHALL BE GIVEN THE OPPORTUNITY TO WORK THE OVERTIME FIRST, INsofar AS IT IS PRACTICABLE;
3. DAILY ASSIGNMENT OF SEASONAL EMPLOYEES SHALL BE MADE BY THE EMPLOYER ACCORDING TO DAILY NEED; AND
4. SEASONAL EMPLOYEES MAY BE ASSIGNED TO DRIVE TRUCKS TO AND FROM JOB SITES WHERE TO REASSIGN A REGULAR EMPLOYEE WOULD BE IMPRACTICAL; OR IN SITUATIONS WHERE NO REGULAR EMPLOYEE IS AVAILABLE.

SECTION 8. EMPLOYEES SHALL NOT BE CHARGED FOR LOSS OR DAMAGE UNLESS PROOF OF NEGLIGENCE IS SHOWN. THIS SECTION IS TO BE CONSTRUED AS APPLYING TO CHARGING EMPLOYEES FOR WILLFUL DAMAGE TO EQUIPMENT.

SECTION 9. EMPLOYEES WHO WORK SEASONAL, TEMPORARY OR PART-TIME AND ARE HIRED AS A PERMANENT FULL-TIME EMPLOYEE, SHALL BE CREDITED WITH SENIORITY AND ALL BENEFITS THEREOF FOR TIME WORKED NOT TO EXCEED SIX (6) MONTHS, EXCLUDING HOLIDAYS AND INSURANCE.

ARTICLE XXII - GENERAL

(CONTINUED)

SECTION 10. WHEN NEW TYPES OF EQUIPMENT THAT ARE NOT CLASSIFIED UNDER THIS AGREEMENT ARE PURCHASED AND PUT TO USE, THE PROPER CLASSIFICATION OF SUCH EQUIPMENT SHALL BE SUBJECT TO NEGOTIATION BETWEEN THE UNION AND THE CITY. UPON FAILURE TO AGREE UPON THE PROPER CLASSIFICATION OF SAID EQUIPMENT, BOTH PARTIES SHALL AGREE TO A NEUTRAL IMPARTIAL THIRD PARTY WHOSE DECISION WILL BE BINDING UPON BOTH PARTIES. CLASSIFICATION UNDER THIS PARAGRAPH WILL BE EFFECTIVE AS OF THE DATE SAID EQUIPMENT IS CLASSIFIED. WHENEVER POSSIBLE, THE CITY WILL NOTIFY THE UNION OF ANY NEW EQUIPMENT TO BE PLACED IN OPERATION, EXCLUDING HOWEVER, REPLACEMENT EQUIPMENT.

SECTION 11. CDL & MDOT REQUIREMENT. EXCEPT FOR THE NIGHT CUSTODIAN, ALL EMPLOYEES SHALL OBTAIN AND MAINTAIN THE STATE OF MICHIGAN COMMERCIAL DRIVER'S LICENSE (CDL). THE EMPLOYER SHALL PAY THE COST FOR ANY REQUIRED ENDORSEMENTS. THE EMPLOYEE MAY TAKE THE CDL RENEWAL EXAMINATION DURING WORKING HOURS AT A TIME MUTUALLY CONVENIENT FOR THE EMPLOYER AND EMPLOYEE. THE EMPLOYEE SHALL ASSUME THE COST OF THE REQUIRED MDOT PHYSICAL EXAMINATION PROVIDED THAT ANY COST OVER SEVENTY-FIVE DOLLARS (\$75.00) FOR THE MDOT PHYSICAL EXAM ONLY SHALL BE BORNE BY THE EMPLOYER UP TO A MAXIMUM OF ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00). THE EMPLOYEE SHALL USE THE BIRWOOD MEDICAL CLINIC TO PERFORM THE MDOT PHYSICAL EXAMINATION.

SECTION 12. TEMPORARY TRANSFER. ANY CONTINUOUS TEMPORARY TRANSFERS SHALL BE LIMITED TO A SIX (6) MONTH DURATION OUT OF A TWELVE (12) MONTH CALENDAR YEAR.

ARTICLE XXIII - CLOTHING ALLOWANCE

THE EMPLOYEE WILL BE GIVEN A \$400.00 ANNUAL UNIFORM ALLOWANCE TO BE PAID IN ONE LUMP SUM. FROM THIS AMOUNT, THE EMPLOYEE SHALL PURCHASE AND MAINTAIN UNIFORMS, SUMMER AND WINTER JACKETS, RAINWEAR, HATS, GLOVES, SHOES, RUBBERS, AND GALOSHES WHEN REQUIRED. THE CITY WILL FURNISH HIP BOOTS, HARD HATS, LINERS, SAFETY EQUIPMENT, RUBBER GLOVES FOR THE SEWER DIVISION AND ANY ADDITIONAL RAINWEAR THAT WEARS OUT IN THE SERVICE OF THE CITY. THESE ITEMS WILL BE FURNISHED TO THOSE PERSONS REQUIRING SAME, AT THE DISCRETION OF THE SUPERINTENDENT. ALL EMPLOYEES MUST PURCHASE SIMILAR UNIFORMS OF A COLOR SELECTED BY THE CITY AND MUST MAINTAIN SAME IN SUCH CONDITION SO AS TO REFLECT CREDIT UPON THE CITY. ALL EMPLOYEES MUST WEAR AN APPROVED, NEAT UNIFORM DURING WORKING HOURS. CITY WILL FURNISH LOCKER ROOM FACILITIES FOR SHOWER AND THE CHANGING AND STORING OF CLOTHING. RUBBER GLOVES WILL ALSO BE FURNISHED BY THE CITY FOR THE SANITATION DIVISION.

EFFECTIVE JULY 1, 1996, THE ANNUAL CLOTHING ALLOWANCE SHALL BE \$475.

THE TAXABILITY OF THE CLOTHING ALLOWANCE IS SUBJECT TO INTERNAL REVENUE SERVICE RULES.

ARTICLE XXIV - TUITION REFUND

SECTION 1. THE CITY SHALL ASSUME THE FULL COST OF TUITION FOR ANY EMPLOYEE WHO PURSUES A COURSE THAT HAS A DIRECT RELATIONSHIP TO THE EMPLOYEE'S WORK WHICH HAS BEEN APPROVED BY THE DEPARTMENT HEAD AND/OR CITY MANAGER. IF SUCH TUITION IS GRANTED TO AN EMPLOYEE, AND THAT EMPLOYEE TERMINATES EMPLOYMENT WITH THE CITY WITHIN TWELVE (12) MONTHS AFTER COMPLETION OF THE COURSE, THE AMOUNT OF TUITION PAID BY THE CITY WILL BE DEDUCTED FROM THE EMPLOYEE'S FINAL PAY.

SECTION 2. THE TUITION REFUND PROGRAM WOULD HAVE A MAXIMUM PAYMENT OF \$400.00 PER FISCAL YEAR PER EMPLOYEE.

ARTICLE XXV - PENSION

ALL MEMBERS OF THE BARGAINING UNIT SHALL BE MEMBERS OF THE MICHIGAN MUNICIPAL EMPLOYEE RETIREMENT SYSTEM, PLAN C-2 WITH B-1 BASE AND F-55 RIDER. THE CITY SHALL PAY THE EMPLOYEE PORTION OF THE COST THEREOF ALONG WITH THE CITY PORTION.

EFFECTIVE JANUARY 1, 1994, THE RETIREMENT PLAN SHALL BE CHANGED TO BENEFIT B-2 WITH F-55 (15 YEARS) RIDER. THE CHANGE SHALL BE FUNDED BY AN EMPLOYEE PAYROLL DEDUCTION OF 1.5% OF ALL EARNINGS.

THE PENSION TERMS AND BENEFITS FOR A RETIREE SHALL BE DEFINED BY THE COLLECTIVE BARGAINING AGREEMENT UNDER WHICH THE EMPLOYEE RETIRES.

ARTICLE XXVI - TERMINATION OF AGREEMENT

SECTION 1. THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM JULY 1, 1994 TO AND INCLUDING JUNE 30, 1997 AND SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR-TO-YEAR THEREAFTER UNLESS WRITTEN NOTICE OF DESIRE TO CANCEL OR TERMINATE THE AGREEMENT IS SERVED BY EITHER PARTY UPON THE OTHER AT LEAST SIXTY (60) DAYS PRIOR TO DATE OF ADOPTION OF THE CITY BUDGET FOR THE ENSUING FISCAL YEAR IN WHICH THIS AGREEMENT EXPIRES.

SECTION 2. IT IS FURTHER PROVIDED THAT WHERE NO SUCH CANCELLATION OR TERMINATION NOTICE IS SERVED AND PARTIES DESIRE TO CONTINUE SAID AGREEMENT EITHER PARTY MAY SERVE UPON THE OTHER, A NOTICE AT LEAST SIXTY (60) DAYS PRIOR TO MAY 19, 1994 OR SIXTY (60) DAYS PRIOR TO MAY 15, 1997 OF ANY SUBSEQUENT CONTRACT YEAR, ADVISING THAT SUCH PARTY DESIRES TO CONTINUE THIS AGREEMENT. THE RESPECTIVE PARTIES SHALL BE PERMITTED ALL LAWFUL ECONOMICAL RECOURSE TO SUPPORT THEIR REQUEST FOR REVISIONS IF THE PARTIES FAIL TO AGREE THEREON.

SECTION 3. IN THE EVENT OF AN INADVERTENT FAILURE BY EITHER PARTY TO GIVE THE NOTICE SET FORTH IN SECTION 1 AND 2 OF THIS ARTICLE, SUCH PARTY MAY GIVE SUCH NOTICE AT ANY TIME PRIOR TO THE TERMINATION OF AUTOMATIC RENEWAL DATE OF THIS AGREEMENT. IF A NOTICE IS GIVEN IN ACCORDANCE WITH THE

ARTICLE XXVI - TERMINATION OF AGREEMENT

(CONTINUED)

PROVISIONS OF THIS SECTION, THE EXPIRATION DATE OF THIS AGREEMENT SHALL BE THE SIXTY-FIRST (61ST) DAY FOLLOWING SUCH NOTICE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 18th DAY OF December, 1995.

CITY:
CITY OF MADISON HEIGHTS
300 WEST THIRTEEN MILE ROAD

TEAMSTERS:
STATE, COUNTY & MUNICIPAL
WORKERS LOCAL 214

BY: George W. Suarez
George W. Suarez,
Mayor

BY: James Markley 10-9-95
James Markley,
Secretary-Treasurer

BY: Jon Austin
Jon Austin,
City Manager

BY: Joseph Wilamowski
Joseph Wilamowski,
Chief Steward

APPROVED AS TO FORM:

BY: Terence McGran
Terence McGran,
Alternate Steward

Larry H. Sherman
Larry H. Sherman
City Attorney

STREETS, SANITATION, WATER & SEWER
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS
SUPPLEMENTAL
SCHEDULE "A"

SECTION 1. CLASSIFICATION: THE PERSONNEL OF THE DEPARTMENT OF PUBLIC SERVICE (STREETS, SANITATION, WATER & SEWER PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS) SHALL BE CLASSIFIED WITHIN THE CLASSIFICATION PLAN PREPARED BY THE MICHIGAN MUNICIPAL LEAGUE WHICH WAS APPROVED AND ADOPTED BY THE CITY COUNCIL ON MAY 21, 1962, AND BY SUCH SUBSEQUENT AMENDMENTS THERETO AS MAY BE AGREED TO BY THE CITY AND THE UNION. SAID CLASSIFICATIONS ARE BRIEFLY DESCRIBED IN PART AS FOLLOWS:

LABORER

UNDER IMMEDIATE SUPERVISION, TO PERFORM STRENUOUS PHYSICAL LABOR ON CONSTRUCTION, MAINTENANCE, AND REPAIR WORK; AND TO PERFORM RELATED WORK AS REQUIRED AND OPERATE FORD TRACTOR WITH YORK RAKE AND HI-LO.

MECHANICS HELPER

UNDER SUPERVISION, TO PERFORM A WIDE VARIETY OF AUTOMOTIVE SERVICE AND MINOR REPAIR TASKS INCLUDING TESTING, LUBRICATING, AND PERFORMING MINOR REPAIRS ON CARS, TRUCKS AND OTHER AUTOMOTIVE AND POWER DRIVE EQUIPMENT; AND TO OPERATE CARS, TRUCKS AND EQUIPMENT, AND TO PERFORM RELATED WORK AS REQUIRED.

GENERAL MECHANIC

UNDER GENERAL SUPERVISION TO PERFORM A WIDE VARIETY OF AUTOMOTIVE REPAIR TASKS INCLUDING TESTING, LUBRICATING, REPAIRING AND REBUILDING CARS, TRUCKS AND OTHER AUTOMOTIVE AND POWER DRIVEN EQUIPMENT; TO OPERATE CARS, TRUCKS AND HEAVY EQUIPMENT; TO ORDER PARTS AND SUPPLIES AND MAINTAIN INVENTORY AND OTHER RECORDS; AND TO PERFORM RELATED WORK AS REQUIRED.

TOOL CRIB OPERATOR

UNDER GENERAL SUPERVISION, TO BE RESPONSIBLE FOR THE ORDERING OF AUTOMOTIVE PARTS AND SUPPLIES, THE "CHARGE-OUT" OF PARTS AND SUPPLIES TO THE CORRECT DEPARTMENTS; MAINTAINING A CORRECT AND UP-TO-DATE INVENTORY OF ALL ITEMS IN TOOL CRIB; MAINTAIN A SCHEDULE OF PREVENTIVE MAINTENANCE FOR ALL CITY VEHICLES; RECEIVE AND RELAY ALL RADIO COMMUNICATIONS; AND TO PERFORM RELATED WORK AS REQUIRED.

STREETS, SANITATION, WATER & SEWER
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS
SUPPLEMENTAL
SCHEDULE "A"

(CONTINUED)

EQUIPMENT OPERATOR I

UNDER SUPERVISION, TO BE RESPONSIBLE FOR THE SAFE AND EFFICIENT OPERATION OF TRUCKS, INCLUDING SNOW PLOWS, SALT SPREADERS AND UNDERBODY SCRAPER, #300 TRACTORS WITH MOWERS AND BRUSH HOG, SEWER BUCKET MACHINE AND AIR COMPRESSOR AND OTHER AUTOMOTIVE AND POWER DRIVEN EQUIPMENT; TO PERFORM MANUAL LABOR, MISCELLANEOUS REPAIRS, MAINTENANCE AND CONSTRUCTION WORK, OPERATE CHAIN SAW, AND TO PERFORM RELATED WORK AS REQUIRED.

PARKS MAINTENANCE I

UNDER IMMEDIATE SUPERVISION, PERFORMS VARIETY OF SEMI-SKILLED TASKS RELATED TO THE DEVELOPMENT AND MAINTENANCE OF PUBLIC PARKS AND CITY GROUNDS; DEVELOPMENT AND MAINTENANCE OF ATHLETIC FIELDS AND WINTER FACILITIES, BUILDING AND FACILITY REPAIR AND MAINTENANCE; AND TO PERFORM RELATED WORK AS REQUIRED.

EQUIPMENT OPERATOR II

UNDER SUPERVISION, TO BE RESPONSIBLE FOR THE SAFE AND EFFICIENT OPERATION OF ASSIGNED PUBLIC WORKS OR OTHER CONSTRUCTION AND MAINTENANCE EQUIPMENT, SUCH AS A STREET SWEEPER, TANDEM TRUCK, TRACTOR BACKHOE, SCAVENGER, STREET BRUSHER, ROLLER OR LIGHT ASPHALT PAVER, SIGN TRUCK; MISCELLANEOUS REPAIR, MAINTENANCE AND TO PERFORM RELATED WORK AS REQUIRED.

PARKS MAINTENANCE II

IN LIEU OF OR IN ABSENCE OF SUB-FOREMAN, PERFORMS A VARIETY OF SEMI-SKILLED TASKS RELATED TO THE DEVELOPMENT AND MAINTENANCE OF PUBLIC PARKS AND CITY GROUNDS, DEVELOPMENT AND MAINTENANCE OF ATHLETIC FIELDS AND WINTER FACILITIES; BUILDING AND FACILITY REPAIR AND MAINTENANCE; OPERATES DIESEL 10 FOOT INTERSTATE TRIPLE MOWER; AND TO PERFORM RELATED WORK AS REQUIRED.

EQUIPMENT OPERATOR III

UNDER GENERAL SUPERVISION, TO PERFORM MORE DIFFICULT AND RESPONSIBLE PUBLIC WORKS CONSTRUCTION WORK, AND MAINTENANCE WORK INVOLVING THE SAFE AND EFFICIENT OPERATION OF VARIOUS TYPES OF HEAVY AND SPECIAL AUTOMOTIVE AND POWER-DRIVEN EQUIPMENT, SUCH AS PAYLOADER, BANTAM BACKHOE, GRADER, RIDING TYPE LINE STRIPER, CEMENT WORK (TOP RATE), SIGN ROOM (IF AND ONLY IF THE EMPLOYEE WORKS A MINIMUM EIGHT (8) HOUR ASSIGNMENT AND PERFORMS ALL SIGN ROOM FUNCTIONS), ETC., AND TO PERFORM RELATED WORK AS REQUIRED.

STREETS, SANITATION, WATER & SEWER
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS
SUPPLEMENTAL
SCHEDULE "A"

(CONTINUED)

WATER METER READER

UNDER SUPERVISION, TO READ, REPAIR, AND MAINTAIN WATER METERS, INCLUDING INSTALLATION OF WATER METERS, INCLUDING OUTSIDE READING DEVICES, AND TO PERFORM RELATED WORK AS REQUIRED.

MECHANIC SUB-FOREMAN

UNDER GENERAL SUPERVISION, RESPONSIBLE FOR RECEIVING AND CHECKING ALL WORK ORDERS OF INCOMING EQUIPMENT; MAKING INITIAL DIAGNOSIS, ASSIGN AND FOLLOW UP ON ALL WORK ASSIGNMENTS; AND TO PERFORM RELATED WORK AS REQUIRED.

WATER MAINTENANCE MAN

UNDER GENERAL SUPERVISION, REPAIR MAIN BREAKS, HYDRANTS, SERVICE CONNECTIONS AND PERFORM STRENUOUS PHYSICAL AND SEMI-SKILLED WORK; INSTALL WATER METERS AND PERFORM RELATED WATER SYSTEM MAINTENANCE AND OTHER RELATED WORK AS REQUIRED.

WATER METER REPAIRMAN

UNDER GENERAL SUPERVISION, TO READ, REPAIR AND MAINTAIN WATER METERS AND TO PERFORM THE MORE DIFFICULT AND RESPONSIBLE PUBLIC CONTACT; TURN WATER SERVICES ON AND OFF; AND TO PERFORM RELATED CLERICAL, PUBLIC CONTACT AND REPAIR WORK AS REQUIRED.

BUILDING MAINTENANCE MAN

UNDER GENERAL SUPERVISION TO PERFORM MINOR CONSTRUCTION, MAINTENANCE AND REPAIR WORK INVOLVING PUBLIC BUILDINGS AND EQUIPMENT; TO PERFORM WORK INVOLVING SOME KNOWLEDGE OF CARPENTRY, PLUMBING, PAINTING, MASONRY, MECHANICAL MAINTENANCE OR OTHER SKILLED AND SEMI-SKILLED TRADES; AND TO PERFORM RELATED WORK AS REQUIRED; MUST HAVE AND MAINTAIN JOURNEYMAN ELECTRICIAN LICENSE.

ASSISTANT BUILDING MAINTENANCE MAN

UNDER GENERAL SUPERVISION, TO ASSIST THE BUILDING MAINTENANCE MAN IN PERFORMANCE OF MINOR CONSTRUCTION, MAINTENANCE AND REPAIR WORK INVOLVING PUBLIC BUILDINGS AND EQUIPMENT; TO PERFORM WORK INVOLVING SOME KNOWLEDGE OF CARPENTRY, PLUMBING, PAINTING, MASONRY, MECHANICAL MAINTENANCE OR OTHER SKILLED AND SEMI-SKILLED TRADES, AND TO PERFORM RELATED WORK AS REQUIRED.

STREETS, SANITATION, WATER & SEWER
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS
SUPPLEMENTAL
SCHEDULE "A"

(CONTINUED)

SUB-FOREMAN

UNDER GENERAL SUPERVISION, TO SUPERVISE AND PARTICIPATE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR OF CITY STREETS, SEWERS, WATER LINES AND METERS; AND TO PERFORM RELATED WORK AS REQUIRED.

PARKS MAINTENANCE LEADER

TO BE RESPONSIBLE FOR PLANTING DESIGN, AND MAINTENANCE OF PARKS, GROUNDS ADJACENT TO CITY BUILDINGS, AND OTHER PUBLICLY-OWNED PROPERTY; TO PLAN AND COORDINATE THE ACTIVITIES OF MAINTENANCE MEN OR OTHER WORKERS ENGAGED IN CONSTRUCTION, MAINTENANCE, OR OTHER ACTIVITIES INVOLVING CITY GROUNDS AND/OR PARKS AND RECREATION; TO ADMINISTER AND COORDINATE PEST CONTROL PROGRAMS AT PARK AREAS AND OTHER CITY-OWNED AND CONTROLLED GROUNDS; AND TO PERFORM RELATED WORK AS REQUIRED. SUPERVISION IS EXERCISED OVER MAINTENANCE MEN AND LABORERS IN PLANNING AND ASSIGNMENT OF WORK INVOLVING PLANTING, LIGHT CONSTRUCTION, AND SIMILAR LANDSCAPING AND MAINTENANCE TASKS.

GARAGE SUPERVISOR

THE GARAGE SUPERVISOR SHALL HAVE THE RIGHT TO ASSIGN EMPLOYEES AND SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF EMPLOYEES IN THE GARAGE. THE GARAGE SUPERVISOR SHALL HAVE THE RIGHT TO PERFORM BARGAINING UNIT WORK DURING THE REGULAR HOURS OF EMPLOYMENT. THE POSITION OF GARAGE SUPERVISOR SHALL NOT PERFORM ANY BARGAINING UNIT WORK ON AN OVERTIME BASIS FOR A STRICTLY SUPERVISORY PURPOSE EXCEPT IN CASES OF EMERGENCY WHERE ALL OTHER GARAGE MECHANICAL PERSONNEL HAVE BEEN REQUESTED TO WORK ON AN OVERTIME BASIS AND ONE OR MORE HAVE REFUSED OR NOT BEEN AVAILABLE.

PARKS SUPERVISOR

THE PARKS SUPERVISOR SHALL HAVE THE RIGHT TO ASSIGN EMPLOYEES AND SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF PARKS MAINTENANCE EMPLOYEES. THE PARKS SUPERVISOR SHALL HAVE THE RIGHT TO PERFORM BARGAINING UNIT WORK DURING THE REGULAR HOURS OF EMPLOYMENT. THE POSITION OF PARKS SUPERVISOR SHALL NOT PERFORM ANY BARGAINING UNIT WORK ON AN OVERTIME BASIS FOR A STRICTLY SUPERVISORY PURPOSE EXCEPT IN CASES OF EMERGENCY WHERE ALL OTHER PARKS MAINTENANCE PERSONNEL HAVE BEEN REQUESTED TO WORK ON AN OVERTIME BASIS AND ONE OR MORE HAVE REFUSED OR NOT BEEN AVAILABLE.

STREETS, SANITATION, WATER & SEWER
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS
SUPPLEMENTAL
SCHEDULE "A"

(CONTINUED)

CUSTODIAN

UNDER GENERAL SUPERVISION, PERFORMS VARIETY OF SEMI-SKILLED TASKS RELATED TO THE MAINTENANCE OF CITY BUILDINGS; OPERATION OF CLEANING EQUIPMENT, HEAVY LIFTING, AND RELATED TASKS ALSO REQUIRED.

SCHEDULE B WAGE RATES - JULY 1, 1994 TO JUNE 30, 1995

| | <u>START IN GRADE</u> | <u>6 MOS. IN GRADE</u> | <u>12 MOS. IN GRADE</u> |
|---|--|----------------------------|-----------------------------|
| III LABORER | \$10.22 | \$10.88 | \$14.18 |
| IV EQUIPMENT OPERATOR WATER METER READER PARKS MAINTENANCE I RECYCLER | 14.38 | 14.51 | 14.62 |
| V EQUIPMENT OPERATOR II MECHANIC'S HELPER WATER METER REPAIRMAN PARKS MAINTENANCE II | 14.82 | 14.93 | 15.00 |
| VA TOOL CRIB OPERATOR | 14.88 | 14.98 | 15.10 |
| VB ASSISTANT BUILDING MAINTENANCE MAN | 15.18 | 15.24 | 15.34 |
| VI WATER MAINTENANCE MAN EQUIPMENT OPERATOR III ONE MAN PACKER | 15.24 | 15.33 | 15.50 |
| VII GENERAL MECHANIC BUILDING MAINTENANCE MAN | 15.50 | 15.56 | 15.63 |
| | PLUS .05¢ PER HOUR FOR EACH STATE CERTIFICATION UP TO MAXIMUM OF .20¢ PLUS .20¢ PER HOUR FOR JOURNEYMAN ELECTRICAL LICENSE | | |
| IX SUB-FOREMAN | 15.70 | 15.82 | 15.88 |
| IXA PARKS MAINTENANCE - LEADER | 15.88 | 15.97 | 16.05 |

CUSTODIAL STAFF

| | <u>START</u> <u>IN GRADE</u> | <u>6 MOS.</u> <u>IN GRADE</u> | <u>12 MOS.</u> <u>IN GRADE</u> |
|-----------------------------|---------------------------------|----------------------------------|-----------------------------------|
| CUSTODIANS --DAY SHIFT | \$ 9.97 | \$ 10.61 | \$ 13.89 |
| CUSTODIANS --NIGHT SHIFT | 10.18 | 10.82 | 14.12 |

WATER DIVISION EMPLOYEES SHALL RECEIVE .05¢ HOURLY FOR EACH STATE OF MICHIGAN CERTIFICATION LEVEL IN WATER DISTRIBUTION SYSTEM OPERATION. UP TO A MAXIMUM OF .20¢ HOURLY.

SCHEDULE C

WAGE RATES - JULY 1, 1995 TO JUNE 30, 1996

| | <u>START</u> <u>IN GRADE</u> | <u>6 MOS.</u> <u>IN GRADE</u> | <u>12 MOS.</u> <u>IN GRADE</u> |
|---|--|----------------------------------|-----------------------------------|
| III LABORER | \$ 10.47 | \$ 11.15 | \$ 14.53 |
| IV EQUIPMENT OPERATOR WATER METER READER PARKS MAINTENANCE I RECYCLER | 14.74 | 14.88 | 14.98 |
| V EQUIPMENT OPERATOR II MECHANIC'S HELPER WATER METER REPAIRMAN PARKS MAINTENANCE II | 15.19 | 15.31 | 15.37 |
| VA TOOL CRIB OPERATOR | 15.26 | 15.35 | 15.48 |
| VB ASSISTANT BUILDING MAINTENANCE MAN | 15.56 | 15.62 | 15.73 |
| VI WATER MAINTENANCE MAN EQUIPMENT OPERATOR III ONE MAN PACKER | 15.62 | 15.72 | 15.89 |
| VII GENERAL MECHANIC BUILDING MAINTENANCE MAN | 15.89 | 15.95 | 16.02 |
| | PLUS .05¢ PER HOUR FOR EACH STATE CERTIFICATION UP TO MAXIMUM OF .20¢ PLUS .20¢ PER HOUR FOR JOURNEYMAN ELECTRICAL LICENSE | | |
| IX SUB-FOREMAN | 16.10 | 16.21 | 16.27 |
| IXA PARKS MAINTENANCE - LEADER | 16.27 | 16.37 | 16.45 |

CUSTODIAL STAFF

| | <u>START</u> <u>IN GRADE</u> | <u>6 MOS.</u> <u>IN GRADE</u> | <u>12 MOS.</u> <u>IN GRADE</u> |
|-----------------------------|---------------------------------|----------------------------------|-----------------------------------|
| CUSTODIANS --DAY SHIFT | \$ 9.97 | \$10.61 | \$ 13.88 |
| CUSTODIANS --NIGHT SHIFT | 10.18 | 10.82 | 14.12 |

WATER DIVISION EMPLOYEES SHALL RECEIVE .05¢ HOURLY FOR EACH STATE OF MICHIGAN CERTIFICATION LEVEL IN WATER DISTRIBUTION SYSTEM OPERATION. UP TO A MAXIMUM OF .20¢ HOURLY.

SCHEDULE D WAGE RATES - JULY 1, 1996 TO JUNE 30, 1997

| | <u>START</u> <u>IN GRADE</u> | <u>6 MOS.</u> <u>IN GRADE</u> | <u>12 MOS.</u> <u>IN GRADE</u> |
|---|--|----------------------------------|-----------------------------------|
| III LABORER | \$ 10.79 | 11.48 | 14.97 |
| IV EQUIPMENT OPERATOR WATER METER READER PARKS MAINTENANCE I RECYCLER | 15.18 | 15.32 | 15.43 |
| V EQUIPMENT OPERATOR II MECHANIC'S HELPER WATER METER REPAIRMAN PARKS MAINTENANCE II | 15.65 | 15.77 | 15.83 |
| VA TOOL CRIB OPERATOR | 15.71 | 15.81 | 15.94 |
| VB ASSISTANT BUILDING MAINTENANCE MAN | 16.03 | 16.09 | 16.20 |
| VI WATER MAINTENANCE MAN EQUIPMENT OPERATOR III ONE MAN PACKER | 16.09 | 16.19 | 16.36 |
| VII GENERAL MECHANIC BUILDING MAINTENANCE MAN | 16.36 | 16.43 | 16.50 |
| | PLUS .05¢ PER HOUR FOR EACH STATE CERTIFICATION UP TO MAXIMUM OF .20¢ PLUS .20¢ PER HOUR FOR JOURNEYMAN ELECTRICAL LICENSE | | |
| IX SUB-FOREMAN | 16.58 | 16.70 | 16.76 |
| IXA PARKS MAINTENANCE - LEADER | 16.76 | 16.86 | 16.95 |

CUSTODIAL STAFF

| | START <u>IN GRADE</u> | 6 MOS. <u>IN GRADE</u> | 12 MOS. <u>IN GRADE</u> |
|-----------------------------|--------------------------|---------------------------|----------------------------|
| CUSTODIANS --DAY SHIFT | \$ 9.97 | \$ 10.61 | \$ 13.89 |
| CUSTODIANS --NIGHT SHIFT | 10.18 | 10.82 | 14.12 |

WATER DIVISION EMPLOYEES SHALL RECEIVE .05¢ HOURLY FOR EACH STATE OF MICHIGAN CERTIFICATION LEVEL IN WATER DISTRIBUTION SYSTEM OPERATION. UP TO A MAXIMUM OF .20¢ HOURLY.

MEMORANDUM OF UNDERSTANDING

Whereas, the City of Madison Heights and Teamsters Local 214 are parties to a collective bargaining agreement; and,

Whereas, the parties have agreed upon guidelines for a Michigan Department of Social Services community work program and a court referral community work program; now,

Therefore, it is agreed as follows:

The following work shall be included:

- Litter Pick-up
- Roadside Cleanup
- Park Clean-up
- Facility and Parking Clean-up
- Painting
- Hand Mower, Weed Ship, Edge, Blower
- Mixing or Carrying Concrete
- John R. Berm Project
- Stephenson Project
- Washing Vehicles
- Sweeping
- Custodial Work
- Truck Driving Limited to Pick-up Truck to and from Job Site.

Workers under this plan would not exceed eighty (80) hours per pay period.

It is not the intent of the City to reduce the present full-time work force or to replace any full-time employees in connection with this program.

In the event of any layoffs of full-time employees, this program shall cease.

There shall be a thirty (30) day notice served by either party to terminate said programs.

In witness whereof, the parties hereto have hereunto set their hands and seals this 8th day of APRIL, 198 .

CITY OF MADISON HEIGHTS:

BY: George W. Suarez
George W. Suarez, Mayor

BY: Jon R. Austin
, City Manager

TEAMSTERS LOCAL 214:

BY: James Markley 4-8-78

BY: [Signature]

BY: Mark Chynoweth

