

3793

6/30/2000

AGREEMENT

by and between

CITY OF ROMULUS

and

TEAMSTERS LOCAL 214

*Romulus, City of*

Effective July 1, 1996 through June 30, 2000

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THIS AGREEMENT, made and entered into, effective the 1st day of July 1996 by and BETWEEN the CITY OF ROMULUS, hereinafter referred to as the "EMPLOYER" and LOCAL UNION NO 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION."

### PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

### ARTICLE I

#### RECOGNITION - UNITY - SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by the Agreement and listed in the attached Schedule "A" and amendments thereto.

(a) Pursuant to, and in accordance with all applicable provisions of the Michigan Public Employee Relations Act, as amended, the Employer

does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

(b) All permanent hourly rated employees of the City of Romulus, excluding police and fire department employees, ordinance enforcement officers, dog warden, elected officials, appointed personnel or officials, Administrative Secretaries to the mayor, City Council Secretary, City Clerk and City Treasurer's Secretary, Corporation Council's Secretary, Secretary to the Director of Purchasing, supervisors, as well as any and all legal assistants.

(c) The Union will represent all probationary employees whose classification falls within the bargaining units with respect to the wages and grievance procedures pursuant to the provisions of the Agreement. All temporary or seasonal employees shall not be subject to these provisions, unless such employment shall last longer than ninety (90) calendar days. In the event such employment shall last longer than ninety (90) calendar days, the Employer shall notify the Union prior to the ninety (90) calendar day deadline, so that any extended period may be negotiated.

## Section 2.

(a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he/she

received equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation, along with the grant of equal benefits contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence with the first pay after thirty-one (31) calendar days following the effective and execution dates hereof, whichever is later, and for new employees, with the first pay of the month after thirty-one (31) calendar days following the date of employment.

(d) Upon failure of any employee to comply with the above, the Union reserves the right to have said employee dismissed from his/ her employment, after the City has received said request in writing from the Union. The employee shall be given due notice of non-compliance and an opportunity to comply by the Union prior to any City action.

(e) If any provisions of this Article are invalid under federal law, the laws of the State of Michigan, or any provisions under the present Charter of the City of Romulus, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be re-negotiated for the purpose of adequate replacement.

(f) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

## ARTICLE II

### MANAGEMENT RIGHTS

Section 1. The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules and job descriptions; to maintain order and efficiency; to determine the length of the work week; to accomplish the reduction of the work force for efficiency purposes; and to control, direct, and supervise all equipment, subject to the terms of this Agreement.

### ARTICLE III

#### WAGES

Section 1. Attached hereto and marked Schedule "A," and amendments thereto, is a schedule showing the classifications and wage rates of the employees covered by this Agreement for the years July 1, 1996 through June 30, 2000. Only the employees on the payroll at the time of ratification will be entitled to retro pay.

### ARTICLE IV

#### DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of an employee all dues and/or initiation fees of Local 214 and pay such amount deducted to said Local 214, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deduction and payments to the Local Union.

(a) The amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees for the first pay period of each month.

(c) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the City.

Section 2. Local 214 will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of



liability by reason of actions taken by the Employer for the purpose of complying with Article IV of this Agreement.

## ARTICLE V

### SUBCONTRACTING

Section 1. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion and recognize that, in appropriate cases, outside contractors may be employed to perform such services. However, outside contractors shall not be employed if such employment would result in layoffs of City employees, and that contractors shall not work after regular employees' punch out time. The City may, however, employ outside contractors without any restrictions if such employment is necessitated by an emergency.

An emergency situation shall be declared by the department head in whose area it occurs and shall be considered to involve conditions presenting a present or imminent substantial danger to the health, welfare, and/or safety of the public in which immediate preventative or corrective action is required. An emergency situation will be considered to last conclusively for the first twenty-four (24) hours after the declaration thereof and will remain in effect thereafter, so long as the danger is still present and cannot be eliminated without the use of non-city work crews.

## ARTICLE VI

### EXTRA CONTRACT AGREEMENTS

Section 1. 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 any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees or any individual employees in the unit covered by this Agreement.

This does not preclude the adoption of Civil Service rules and regulations if a Civil Service program is put into effect under the provisions of the City Charter. The Union shall have the right to participate in negotiations with the Civil Service Commission with regard to any such Civil Service rules and regulations.

## ARTICLE VII

### SENIORITY

Section 1. A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) month (calendar days) trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After six (6) months (calendar days), the employee shall be placed on the regular seniority list as of the date of hire. In the event the Employer needs an additional six (6) months (calendar days) to evaluate a new hire, the Employer must notify the Union and state the reasons for such an extension.

Section 2. Lay-offs and recalls will be based upon seniority within classifications, within departments. The employees with the least seniority in the classification in which the reduction of work occurs will be laid off first. An employee laid off from his/her classification may exercise his/her City seniority to displace the least-senior employee in any equal or lower-rated classification (pay wise) in his/her department, provided he/she is able

to perform the duties of that classification within three (3) days. If no position is open to him/her on this basis, he/she may displace the least-senior employee in any lower-rated classification (pay wise) on a bargaining unit wide basis, provided he/she is able to perform the duties of the classification within three (3) days. Employees displaced under this procedure may, likewise, displace other employees on the same basis.

(a) Employees who exercise their seniority under this Section will be paid at the rate of the classification to which they are assigned. The employee will drop back to a rate comparable to his/her seniority and the classification to which he/she is assigned.

(b) Employees who exercise their seniority under this Section will be returned to their own department classification before any other laid off employees with less seniority are recalled by said department.

(c) It shall be the responsibility of the employee to make application, in writing, of any intention to exercise his/her seniority under this Section, in case of lay off, on forms to be furnished by the Personnel Department of the Employer.

Section 3. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the first date worked.

Section 4. Seniority shall be broken only by discharge, voluntary quit, absence for three (3) consecutive working days without notifying the Employer, or lay off for a period of more than two (2) years, or the length of seniority, whichever is less. In proper cases exception may be made by the Employer upon notification to the Union.

Section 5. In the event of a lay off, an employee so laid off shall be given five (5) working days' notice of recall to work, mailed to his/her last known address by registered mail, return receipt requested. The five (5) working-day time limit shall commence from the first attempted date of delivery of said notice. In the event the employee fails to make him/herself available for work at the end of said five (5) working days, he/she shall lose all seniority rights under this Agreement.

Section 6. Any employee in the bargaining unit who accepts a non-unit position will do so for a six (6) month trial basis, during which time he/she may voluntarily return to the bargaining unit. However, during the six (6) month probationary period, the employee shall not continue to accumulate seniority.

## ARTICLE VIII

### DISCIPLINE

Section 1. The City shall not discharge or suspend any regular employee without reasonable cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, a copy of which notice shall be given to the mayor, and a copy of same to the Union and job steward affected:

(a) Except that no warning notice shall be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, being under the influence of intoxicating liquor or any narcotic drug or dangerous drug as defined by state and federal law, fighting, recklessness resulting in a serious accident while on duty, the carrying of unauthorized

passengers while on the job, or unexcused absences for more than three (3) days in any sixty (60) day period.

(b) Any employee consuming alcoholic beverages or drugs (other than those prescribed by a physician) while on the job shall be subject to dismissal.

(c) Insubordination, which shall be deemed to mean a willful refusal to obey a reasonable work order of his/her immediate supervisor, may be punished on the first offense by a one (1) day suspension on the second offense by a three (3) day suspension, and on the third offense by a five (5) day suspension and possible discharge. The warning notice, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice.

(d) Any employee late three (3) times in a sixty (60) day period will be subject to disciplinary action as set forth below, and any three (3) unauthorized absences in any sixty (60) day period will also subject the employee to the following disciplinary action:

Recognition of attendance problem:

FIRST OFFENSE	Written reprimand
SECOND OFFENSE	One (1) day off without pay
THIRD OFFENSE	Three (3) days off without pay
FOURTH OFFENSE	Five (5) days off without pay
FIFTH OFFENSE	Discharge

An unauthorized absence will occur when an employee does not notify the department head or representative of his/her absence within one-half (1/2) hour after his/her respective shift starting time that he/she will not be present for work, and the employee has any accumulated sick time or personal time. In the event the employee notifies his/her department head

or representative within one-half (1/2) hour after his/her respective shift starting time that he/she will not be present for work and the employee has any accumulated sick time or personal time. Authorized absence will be granted only for emergency situations with the employee providing proof of need.

Any employee arriving after the start of his/her shift will be docked, in accordance with Article XXV, Section 4.

Section 2. Employees in the City of Romulus are members of a team working together for the main objective of serving our community. Any employee who fails to follow the necessary rules and regulations governing his/her conduct is not only hurting him/herself, but is also letting all of the other employees down. In such a case, the job of the supervisor is to see to it that such an employee is not allowed to hurt the efforts which all of the others are making. This is done by applying the City's Rules, Regulations and Policies for employees

In recognition of the fact that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence upon its individual merits and without creating any precedence for the treatment of any other case which may arise in the future. The City retains the right to suspend the operation of any disciplinary action which it may take, during good behavior for a specified term, in its exclusive discretion. Examples given in any rule do not limit the generality of the rule. These rules and regulations are not to be construed as a limitation upon the retained rights of the City, but are merely a guide.

This Section of the Rules, Regulations and Policies of the City provides standard penalties to apply for specific offenses.

### Section 3. RULES, REGULATIONS & POLICIES FOR EMPLOYEES

Major Infractions. An employee who has been previously suspended for a major violation or is at the fourth violation of the minor infractions, within a six (6) month period or who has committed a major infraction as decided herein, shall be subject to disciplinary action, including, but not limited to, demotion, suspension, or discharge without warning.

(a) Has willfully violated any of the provisions of the City Charter or of the rules of the City or department of the City made in pursuance thereof;

(b) Is incompetent or ineffective in the performance of the duties of his/her position (specific instances to be charged);

(c) Using profanity or conduct deemed offensive or undesirable toward his/her fellow employees, City officials, or the public;

(d) Has been convicted of a felony or a misdemeanor involving moral turpitude;

(e) Has been intoxicated while on duty or has been guilty of scandalous and disgraceful conduct while on duty where such conduct tends to bring the City service into public disrepute. Possession of intoxicating beverages on the job;

(f) Has violated any lawful and reasonable official regulation or order, or failed to obey a lawful and reasonable direction made and given to him/her by his/her superior officer when such violation or failure to obey amounts to insubordination or serious breach of discipline which may negligently affect the efficiency or safety of the employee's operation;

(g) An employee shall not take any fee, gift, or other valuable thing from any individual, whether he/she be a citizen, vendor, or a person who

wishes to do work for the City or in the City associated with the employee's faithful performance of his/her duties and responsibilities

(h) An employee may not perform work which is in conflict with his/her duties and responsibilities associated with his/her employment in the City;

(i) Has been induced or has attempted to induce any officer or employee in the City service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order or has participated therein;

(j) Has been absent without leave;

(k) Unauthorized absence of three (3) days within a sixty (60) calendar day period;

(l) Stealing, dishonesty, or dishonest action, including taking, destroying, damaging, or concealment of any property of the City or other employees; theft from or pilfering, opening lockers, tool boxes, or other property of the City or other employees; making false statements to secure employment or excused absence or to justify an absence or tardiness; making or causing to be made inaccurate or false statements to influence any official action by the City, or making a false statement concerning any matter pertaining to work or employment;

(m) Failure to account for or the misappropriation of City funds;

(n) Punching in or out or tampering with another employee's time card;

(o) The unlawful use of or possession of controlled substances and/or selling of unlawful substances;

(p) Unauthorized use of City vehicles or property;

(q) Conducting personal business while on City time;



(r) Conviction of a violation of City speed laws while operating City vehicles;

(s) Sleeping while on duty;

(t) Employees will not be disciplined by reason of the fact that his/her earnings have been subject to garnishment/levy for one (1) indebtedness. However, repeated garnishments and/or levies for more than one (1) indebtedness may result in discipline, up to and including termination.

Employees will be subject to disciplinary action, up to and including dismissal, for bringing illegal, non-prescribed drugs and narcotics or alcoholic beverages to work; being under the influence of such substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on City premises and work sites. Employees, their possessions, and City-issued equipment and containers under their control are subject to search and surveillance at all times while on City premises or while conducting City business.

Minor Infractions. Those employees who have committed an infraction of the following types of conduct and/or performance may be subject to disciplinary action in the following manner:

FIRST OFFENSE	Instruction/warning
SECOND OFFENSE	One (1) day suspension
THIRD OFFENSE	Three (3) day suspension
FOURTH OFFENSE	Five (5) day suspension
FIFTH OFFENSE	Discharge

1. Any employee who has been wantonly careless or negligent in the care of the property of the City, such as, but not limited to:

- (a) Has failed to properly secure equipment entrusted to the employee;
- (b) Has left the City vehicle unattended and running;
- (c) Has failed to properly execute administrative, discretionary, or ministerial duties, functions, or obligations associated with the employee's job assignment;
- (d) Has failed to clean or otherwise maintain a work area or locations of the City which is under the employee's responsibility and control;
- (e) Has negligently repaired or caused to be repaired equipment of the City.

2. Any employee who has refused to perform a reasonable amount of emergency work after regular working hours or on days not regularly scheduled to work when directed to do so by his/her department head.

- (a) Gambling while on duty or on City property.
- (b) A violation of safety rules.
- (c) Failure of employee to check the oil, radiator, brake lights, and turn signals daily. Failure to check tires and batteries weekly.
- (d) Field crews returning to the shop for lunch without permission.
- (e) Field crews leaving the job site for morning and afternoon breaks, unless permitted by supervisor, except for that one (1) designated person.
- (f) Failure to gas City vehicles prior to shift change.
- (g) Making personal telephone calls on City phones, unless permitted by supervisor.
- (h) Failure to notify your foreman in the event of vehicle breakdown or damaged equipment.

(i) Going to City Hall without first receiving permission from your foreman or immediate supervisor.

(j) Leaving an assigned job area without permission or notifying your foreman/supervisor at completion of job assignment.

(k) Failure to maintain a valid Michigan driver's license if your classification requires.

(l) Failure to promptly return from break/lunch periods.

(m) Failure of employees to report to work suitably clothed for the job.

(n) Parking of personal vehicles in the City Hall parking lot closer than the second row nearest the west wall of City Hall.

(o) Failure to notify your foreman/supervisor upon arrival when reporting late for work.

(p) Habitual tardiness for work three (3) times in a sixty (60) calendar-day period.

Incidents of discipline will not be used against an employee after twenty-four (24) months from their issuance, except for accidents.

3. Discharge must be by written notice sent by certified mail to the employee's last known residence and the Union. Any employee may request a hearing as to his/her discharge or suspension, in accordance with Article IX. Should such a hearing prove that an injustice has been done to any employee, the employee may be reinstated and compensated at his/her usual rate of base pay for the period he/she was out of work. A request by an employee for a hearing before the Grievance Panel as described in Step 2 of Article IX to his/her discharge or suspension must be made by written request within three (3) working days from the date of discharge or suspension, excluding Saturdays, Sundays, or holidays. Appeal to the

Grievance Panel from discharge or suspension must be heard within five (5) working days and a decision reached within five (5) working days from the date of the hearing upon the discharge or suspension. If no decision has been rendered within five (5) working days from the hearing date, the case shall then be taken up as provided for in Article IX hereof, commencing at Step 3 of the Grievance Procedure.

## ARTICLE IX

### GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute, or complaint 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.

Step 1. By conference between the aggrieved employee, the steward, or both, and the foreman and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within three (3) working days of the alleged grievance and deliver same to the foreman, department head, and personnel director.

Step 2. If the grievance is not settled in Step 1, the Union may, within three (3) working days deliver to his/her department head a written request for a meeting between Union representatives and the City

representatives and/or their representatives which shall be deemed as a Grievance Panel to review the matter. Such meeting will be held within five (5) working days from the date of said written request. The Employer will render its decision within fifteen (15) working days thereafter.

Step 3. In the event the grievance is not satisfactorily settled at Step 2, 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 thirty (30) calendar 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 five (5) 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 five (5) days, it will be considered closed on the basis of the last disposition.

Section 3. In the event that the grievance is not satisfactorily settled at Step 3, the Union shall follow those procedures set forth in the state statutes covering public employees.

Section 4. All grievances must be presented and processed as provided in this Article and within the time limits prescribed in order to be valid. Any grievance not taken from one Step of the Grievance Procedure to the next within said limits shall be considered settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement in writing.

ARTICLE X  
ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedure of the preceding Article, the Union may request the opinion of an arbitrator, and the parties will attempt to mutually agree upon selection of the arbitrator. If the parties are unable to agree upon the selection of an arbitrator within thirty (30) days, the Union may request the appointment of an arbitrator under the Federal Mediation and Conciliation rules, in accordance with the Federal Mediation and Conciliation Service. It will be necessary that an arbitrator be selected within thirty (30) days after the date of the list submitted by FMCS. The parties will select an arbitrator by the alternative strike method until one (1) individual is left as an arbitrator.

Section 2. All such requests for arbitration shall be in writing by registered or certified mail, addressed to the mayor or his/her designee, and the Federal Mediation and Conciliation Service and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said five (5) working days, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. No more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties. Matters involving disputes with respect to wages, job classifications and safety, and equipment shall not be submitted to the arbitrator but shall follow the Grievance Procedure as set forth above.

Section 4. After designation of the arbitrator, a hearing shall be held as soon as practicable, and the arbitrator shall issue an Opinion and Award, in accordance with said rules, which, if within the arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulations applicable thereto.

Section 5. The fee of the arbitrator, his travel expenses, and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement nor to make any recommendations with respect thereto. Neither shall he/she have the power to establish or change any job classification or wage rate; rule on matters involving safety and equipment; rule on any claim for money or benefits arising under an insurance policy, retirement claim or dispute; or to rule on any matter covered by any state or federal statute. Any other dispute arising out of or relating to the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 7. No award involving wages due any grievant shall be made retroactive prior to the date the grievance was submitted in writing, unless the grievance is filed within three (3) days of the grievant having knowledge of the situation.

Section 8. In consideration of the foregoing provisions of this Article, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this

Agreement with respect to or based upon any dispute which is subject to arbitration under this Article, it being agreed that this Article provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this Section or oppose their discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under this Article, it will not institute any lock-out of employees, providing the provisions of Article IX or X are followed nor with respect to any other dispute until exhaustion of the procedures prescribed by Article IX hereof.

Section 9. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative agency, any action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made; and the said party, after actual notice of same, shall within a reasonable time, not to exceed three (3) working days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance, or complaint which shall be in writing.

Section 10. The City may refuse to engage in arbitration during any strike or walk-out, authorized or unauthorized, by the employees. Such refusal shall not constitute a breach of this Agreement.



## ARTICLE XI

### CHIEF STEWARDS - STEWARDS - ALTERNATES

Section 1. The Employer recognizes the right of the Local Union to designate stewards and alternates. There shall be one (1) chief steward and two (2) regular stewards representing the employees (one [1] who shall be a clerical employee and one [1] a D.P.W. employee). The chief steward and regular stewards shall be regular employees. The Union may also appoint alternate stewards to act in the place of the regular steward.

The authority of the regular stewards or alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with the Employer or its designated representatives, in accordance with the provision of the Collective Bargaining Agreement. Permission shall be granted by the department head or foreman in the proper investigation and presentation of said grievance, but not more than one (1) steward shall be allowed permission to investigate any one (1) grievance nor to attend any Step 1 meeting under the Grievance Procedure.

(b) The transmission of messages and information originating with and authorized by the Local Union or its officers and provided such messages and information:

1. Have been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this contract, investigate and

present grievances to the Employer, upon having secured permission from their department head or foreman, provided that:

(a) Not more than one (1) steward will be allowed to investigate any one (1) grievance;

(b) Not more than one (1) steward will be allowed to attend Step 1 proceedings;

(c) Not more than the chief steward or his/her designee, one (1) other steward, and the grievant, if needed, shall be allowed to attend a Step 2 proceeding or attend arbitration under the Grievance Procedure of this Agreement.

The department head or foreman will then grant permission, at a reasonable time, as determined by the department head or foreman, to the stewards to leave their work for these purposes. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and the stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances, as provided herein.

(a) The chief steward will be appointed by the Local Union president and so recognized by the City.

(b) The chief steward will be allowed the proper time off to attend all grievance procedures under Article IX.

(c) The chief steward shall be the safety officer representing the Union on all safety grievances and disputes pursuant to Article XIV.

(d) The City shall be notified, in writing, by the Union of the name and classifications of the chief steward, stewards, or alternates.

(e) For purposes of lay-off and recall only, all stewards shall head the seniority list, provided he/she has the present ability to perform the work available on a city-wide basis.

(f) The alternate shall operate only in the absence of the steward from work.

Section 3. The authority of the Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform in this Agreement.

## ARTICLE XII

### LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the City. The maximum leave of absence granted shall be sixty (60) calendar 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 the loss of seniority rights, except as otherwise provided in this Agreement.

(a) An employee wishing to obtain a leave of absence must make a written request ten (10) working days prior to the date of the intended leave.

(b) The ten (10) day notice can be reduced or waived in emergency situations.

## Section 2. Sick Leave

(a) All regular employees will be granted up to seven (7) sick days each year which may be used for medical reasons, to be earned in the following manner:

Four (4) sick days will accrue to each regular employee, effective with the first day of each contract year for all current employees. For employees hired after July 1, 1990, sick time will accrue as follows:

July 1 occurring during first year of employment - one (1) day.

The first year accrual will be credited on July 1 occurring during the first year of employment if the probationary period has been satisfied, or as soon thereafter as the probationary period is satisfied.

Four (4) hours' sick leave day will be earned each full month of employment, up to a maximum of seven (7) days per year. For employees hired the 1st through the 15th of the month, their sick leave base date will be the 1st of that month, and if hired the 16th through the last of the month, the base date will be the last of the next month.

(b) Employees under a doctor's care may receive up to six (6) month' leave of absence, without pay, upon written verification of need for medical leave. The City may require additional verification each thirty (30) calendar days of absence.

(c) Extended medical leave may be given for a maximum of a six (6) month period upon submission of current medical verification setting forth the need for said extended medical leave. The employee shall notify the mayor or his/her designee thirty (30) calendar days prior to the expiration date of said leave. Said leave shall be without pay, and the total leave, including extended leaves, may not exceed two (2) years.

(d) The City reserves the right to have the employee who is subject to provisions (b) and (c) of Section 2, Article XII, examined by a physician selected and paid by the City.

(e) All sick leave time must be taken in two (2), four (4), six (6), or eight (8) hour increments, and the employee must give his/her director and or assistant director at least one half-hour (1/2) notice, except in emergency situations. Notice may be waived by the City upon proof of emergency submitted upon return to work. If the request is for more than eight (8) hours, notice will be given to the Employer as many days in advance of the requested time off as the number of days the employee is requesting to use as time off.

(f) At the end of each contract year, employees will be paid in cash at fifty percent (50%) of the prior contract year's rate of pay for any unused sick leave days that contract year. Employees at the end of each contract year will also be paid in cash for personal business time at one hundred percent (100%) of that contract year's rate of pay for that employee which is unused at the end of the contract year. This provision will take effect for all time accrued after October 1, 1991.

(g) Employees will be allowed emergency leave time in emergency situations in one (1) hour increments, to a maximum of eight (8) hours each contract year. Said days/hours, however, shall be deducted from the member's total number of allowed personal business leave hours over the term of this contract. Authorization will be granted by the Employer only for emergency situations, with the employee providing proof of need, and provided that it does not jeopardize the functions of the department.

(h) Each department head or his/her assistant shall be responsible for reviewing and approving employee requests for sick leave. Employees

are required to give prompt notification to their department head of the necessity for taking sick leave. Notification must be given daily before the beginning of the regular shift of the employee requesting sick leave, where such leave is for one (1) day at a time. He/She may refuse to allow sick leave where there is insufficient evidence to support the employee's claim, or where he/she believes the employee has not exercised a reasonable effort to promptly notify him/her of his/her absence. A doctor's report may be requested after an employee is off for two (2) consecutive days or in cases of suspected abuse, and it must be submitted by the employee, otherwise no sick leave will be granted.

(i) An employee using paid sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He/She cannot be paid for both a sick leave day and holiday on the same day, nor will he/she be charged for a day of sick leave with respect to a holiday.

(j) An employee absent for more than one (1) month due to injury or illness will earn sick/personal leave day for the first month only, except for on the job injury.

(k) The work day, for the purpose of computing paid personal leave, is eight (8) hours for all employees in the unit, except as modified by the Letter of Agreement regarding clerical employees.

(l) Any requirements of the health and accident insurer shall be complied with by an employee on medical leave.

### Section 3. Personal Leave:

(a) All regular employees will be granted up to eight (8) personal leave days each year, which may be used for personal reasons, to be earned in the following manner:

Two (2) personal leave days will accrue to each regular employee effective the first day of each contract year for all current employees. For employees hired after July 1, 1990, personal leave time will accrue as follows:

July 1, occurring during the first year of employment - one (1) day.

July 1, occurring during the second year of employment and each year thereafter - two (2) days.

The first year accrual will be credited on July 1, occurring during the first day of employment if the probationary period has been satisfied, or as soon thereafter as the probationary period is satisfied.

Four (4) hours' personal leave will be earned each full month of employment, up to a maximum of six (6) days per year. For employees hired the 1st through the 15th of the month, their personal leave base date will be the 1st of that month, and if hired the 16th through the last of the month, the base date will be the 1st of the next month.

(b) All personal leave time must be taken in two (2), four (4), six (6), or eight (8) hour increments, and the employees must give notice and receive approval from the director or assistant director in advance so as not to jeopardize the operation of the department.

#### Section 4. Jury Duty

(a) If called for jury duty, an employee shall be granted a leave of absence to serve said jury duty.

(b) On jury duty service, the employee shall be paid the difference of his/her classification rate of pay and jury pay, provided the employee furnished the Employer with a receipt to verify such jury duty and rate of compensation received from the court.

(c) The City shall have no claim to the mileage rate the employee receives.

(d) During jury service the employee will maintain all seniority rights and fringe benefits.

(e) If an employee serves a full day on jury duty, the City will pay the differential for a full day. If an employee serves a half day, the City will only compensate the employee for a half day, or use accumulated personal business time. The employee must give proper notification no later than two (2) working days after the employee receives notice from the court to their respective immediate supervisor.

#### Section 5. Union Leave of Absence

(a) Reasonable time off, not to exceed two (2) calendar weeks, will be granted to not more than one (1) employee in each contract year for the purpose of attending a convention of the Union. Such leaves shall be without discrimination or loss of seniority rights, but shall be without pay. The Union shall give the Employer at least one (1) week's notice, in writing, as to the employee designated to attend such convention. Other leaves will be granted for the purpose of engaging in Union activities. This leave will be granted, without pay, to not more than one (1) employee for a period not exceeding thirty (30) days in any contract year and may be denied or deferred if they would cause hardship or disruption of the Employer's operations due to lack of qualified available employees. The Union shall give the Employer at least one (1) week's notice, in writing, as to the employee designated for such leave.

(b) Maternity Leave Whenever an employee becomes aware of her pregnancy, and in no event later than the end of the third (3rd) month of pregnancy, she shall furnish the director of personnel with a certificate from



her physician stating the approximate date of delivery, that she may continue on full duty, and the length of time she may continue to work. Thereafter, upon request of the director of personnel, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days.

Employees who are unable to work full duty due to pregnancy shall be required to produce medical certification as to their inability to work, and shall be entitled to the medical benefit defined in Article XXIII, Section 5 of this contract per week for up to twelve (12) weeks. Employees shall be entitled to receive any additional benefits as may be provided under state and federal statutes.

An employee with less than nine (9) months of service with the City who is absent because of pregnancy shall be without pay.

An employee shall, with written approval of her physician, return to work after the termination of pregnancy.

Section 6. An employee who becomes a candidate for elective office within the City shall take a leave of absence without pay when he/she complies with the candidacy filing requirements, or sixty (60) calendar days before any election relating to that position, whichever date is closer to the election (Act No. 169, PA 1976).

Section 7. No employee shall engage in political activities as defined in Section 2 and 3 of the Public Acts No. 169 (1976) during those hours when that employee is being compensated for the performances of that person's duties as a public employee.

## ARTICLE XIII

### LIMITATION OF AUTHORITY AND 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 without the expressed approval of the Executive Board of the Local Union through its president. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2. Any individual employee or group of employees who knowingly violate or disregard the Grievance Procedure set forth in Article IX of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. Nothing in this Agreement shall constitute the recognition by the City of the right to cause any strike, work stoppage, or cessation of employment of any kind whatsoever in violation of PA 336 (1974), as amended.

Section 4. It is agreed that in all cases of any unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty-four (24) hours. While the Union shall undertake every reasonable means to 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 Employer, 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 provision of this Agreement

(a) After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union members participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

#### ARTICLE XIV

##### VISITING RIGHTS

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by his Agreement, without interfering with the progress of the work force after notification to the department head or his/her authorized representative.

#### ARTICLE XV

##### EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. 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 appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

Section 2. 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 any applicable statute or court order or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his/her immediate supervisor. The employee, before the end of his/her 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 to his/her immediate supervisor.

Section 4. The Union shall have the right to survey all equipment whenever the Union feels that said equipment is not properly classified. The right to survey shall be interpreted to mean at a time and place agreeable to the Employer and the Union during normal working hours.

Section 5. Employees shall immediately, or at the end of their shift, report all defects of equipment to his/her immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one (1) copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the department head.

When an occasion arises where an employee gives written report forms in use by the City of a vehicle being in unsafe operating condition and received no consideration from the City, he/she shall take the matter up with the officers of the Union who will take the matter up with the City, commencing at the third (3rd) step of the Grievance Procedure.

Section 6. The City shall install heaters, defrosters, and windshield washers on all trucks and keep same in operating condition, including headlights, tail lights, and turn signals.

(a) On all main thoroughfares during rescheduled hours and darkness, flasher lights will be used where crews are working.

Section 7. Safety programs of the City, which may from time to time be used by the City, are incorporated in by reference and made a part of this Agreement.

## ARTICLE XVI

### MILITARY SERVICE

Section 1. An employee inducted into military, naval, marine, or air service under the provisions of any federal selective service training statute and amendments thereof or any similar act in the time of national emergency, shall be entitled to all the rights specified under the Michigan statutory law dealing with the rights of public employees who enter the armed forces under PA 263 (1951) as amended and under federal statutory law dealing with the rights of employees who enter the armed forces.

## ARTICLE XVII

### SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE XVIII  
SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. The names of all members of the Safety Committee shall be posted on the bulletin board at all times.

Section 2. 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 perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendations.

Section 3. The Employer shall consider the personal safety of the employees in establishing operational procedures.

Section 4. Safety grievances issued in writing shall commence at the third (3rd) step of the Grievance Procedure.

ARTICLE XIX  
COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty, who must attend court, shall suffer no loss of pay at their regular classification rate covering their regular scheduled time only. The employee shall advise his/her supervisor twenty-four (24) hours prior to taking court leave.

Section 2. Employees shall be allowed up to three (3) days to attend a funeral within a five hundred (500) mile radius from the Romulus City Hall and five (5) days to attend a funeral beyond the five hundred (500) mile radius from the Romulus City Hall in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother, or sister, with pay. Employees shall be allowed up to two (2) days to attend the funeral of a grandparent or grandchild of the employee or spouse of an employee, with pay. These times shall not be deducted from accumulated sick time or vacation time, providing an employee furnishes the Employer with written verification of attendance at the funeral by the funeral director.

(a) Upon the death of an employee in their department, one-half (1/2) day off, with pay, will be granted to the Union stewards who attend the funeral, except that a skeleton crew will be maintained in each department and at the discretion of the department head.

(b) Employees that are on approved leave such as vacation, personal business leave time, medical, etc., and a death occurs during that time, employees will be entitled to convert this time to funeral leave.

## ARTICLE XX

### WORKMEN'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of an employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

ARTICLE XXI

HOLIDAY AND RATE

All employees that have completed thirty (30) calendar days will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on an ten (10) hour day for said holidays:

Section 1. Paid holidays are designated as:

Washington's Birthday	Christmas Eve	Good Friday
Lincoln's Birthday	Christmas Day	Memorial
Veteran's Day	New Year's Eve	Fourth of July
Thanksgiving Day	New Year's Day	Labor Day
Day After Thanksgiving	M.L. King's Birthday	

Section 2. The employee must work the preceding work day before each holiday and the succeeding work day after each holiday or be on approved leave. Otherwise, no holiday will be granted.

Section 3. Employees working on approved holiday will be paid for hours worked at the rate of double time, plus holiday pay.

Section 4. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and, if the holiday falls on a Sunday, the Monday following shall be taken as a paid holiday.

Section 5. No employee shall be required to work on a holiday, except in case of emergency, as determined by the Employer.

(a) An employee called in by a supervisor shall receive a minimum of four (4) hours' pay at double time, plus the holiday pay.

(b) An emergency shall only continue until their regular starting time on the following day.



(c) An employee working on emergency time, up to the regular starting time of the following day, shall be given the option of working their regular shift.

Section 6. Holidays recognized in Section 1 of this Article that fall within an employee's vacation period will be considered a part of a vacation. Employees will be paid one (1) day in lieu of a holiday or have the holiday(s) added to their vacation.

Section 7. All seasonal or part-time employees shall be excluded from the above Article.

## ARTICLE XXII

### VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time, with pay, on the following basis:

(a) Such employees who complete one (1) year of service shall be granted five (5) working days of vacation.

(b) Such employees who complete two (2) years of service shall be granted ten (10) working days of vacation.

(c) Such employees who complete five (5) years of service shall be granted fifteen (15) working days of vacation.

(d) Such employees who complete ten (10) years of service shall be granted fifteen (15) working days vacation, plus one (1) day for each additional year of completed service up to a maximum of twenty-seven (27) days.

(e) In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die, or be discharged, he/she or his/her estate will, at the time of termination, be paid:

1. For any unused portion of vacation time which has been granted to him/her on an annual basis as provided above, plus;

2. The pro-rata amount of the annual vacation earned by him/her in the period between the last anniversary of his/her termination, based on full calendar months worked by him/her during that period.

Section 2. For the purpose of defining “for each month worked during this period,” employees hired the first through the fifteenth of the month, their pro-rata days will be figured to the end of the preceding month, and employees hired the sixteenth through the last day of the month, their pro-rata days will be figured to the first of the next month.

Section 3. An employee who returns from military leave of absence shall be credited according to federal regulations.

Section 4. Employees eligible for vacation must take vacation within eligibility year. However, if the employee and the Employer mutually agree, the employee may take vacation within six (6) months after said eligibility year.

Section 5. The Employer shall establish the available vacation periods for each department or working crew. Vacation schedule will be worked out as far in advance as possible. Seniority shall be the main consideration in considering preference for vacation requests, except when the number of employees absent from one (1) working crew at one (1) time will injure the services rendered by the crew.

Section 6. Vacations will be taken in a period of at least five (5) consecutive days. Vacations may be split into one (1) or more weeks. Odd days may be used as earned, providing such scheduling does not drastically interfere with the operation of the City or department work schedule.

Section 7. Vacations will not be permitted in advance of the time such vacation is earned, that is between one (1) anniversary date and the next anniversary date.

Section 8. An employee who is absent from work for other than on-the-job injury will not accumulate vacation time.

## ARTICLE XXIII

### LIFE, HEALTH, DENTAL AND ACCIDENT BENEFIT

Section 1. The Employer agrees to pay the full premium cost for Blue Cross/Blue Shield, or the equivalent coverage through another insurance company (basic medical insurance), or an HMO plan which the Employer provides, to cover all members of the bargaining unit, while employed by the Employer or on approved leave of absence, and certain retirees, as hereinafter provided. Married couples who are both employed by the City shall select either the basic medical coverage or the HMO to cover both of them. They shall not be entitled to have the basic medical coverage and an HMO plan at the same time, and one member of the couple will be covered as the dependent of the other.

Section 2. An employee may elect to be covered by either the Employer's basic medical insurance or the HMO plan offered by the Employer. Employees who elect to be covered by the HMO plan shall receive fifty percent (50%) of the Employer's savings in premium cost between the HMO and the basic medical insurance which shall be paid annually on July 1 for the previous fiscal year or portion thereof that employee elected HMO plan coverage.

Section 3. Blue Cross/Blue Shield coverage shall consist of the following: Blue Cross-Comprehensive (semi-private), Rider D with 45

N.M., Rider F, Rider M.L., Blue Shield-Rider M.V.F., Master Medical, Option IV or its equivalent, Riser S to be paid by the employee, \$3.00 co-pay for prescriptions and Blue Cross Vision Coverage. The employer may elect to provide equal or better coverage through another carrier.

Deductibles for master Medical will be one hundred and fifty dollars (\$150.00) per single person and three hundred dollars (\$300.00) per family.

Section 4. Normal retirement shall be after ten (10) years of service at the age of sixty-five (65) or twenty-five (25) years of service at the age of fifty-five (55). All members of the bargaining unit who take a retirement shall have full paid medical insurance that the employee was receiving at the time of their retirement application. Employer agrees to pay fifty percent (50%) of the premium of the above coverage for the employee's spouse. Such coverage shall terminate upon remarriage or death of the surviving spouse.

Employees may purchase up to three (3) years of service to meet the years of service requirements of this Section. The service may be purchased in one (1) year increment at a cost of seven thousand dollars (\$7,000.00) for each year purchased. Payments must be made to the City in three (3) equal annual installments beginning on the employee's last day of employment and annually thereafter. Employees may also elect, instead of purchasing years of service, to defer the starting date of his/her coverage on life, basic medical or HMO coverage.

Section 5. Life and Accident Insurance The Employer agrees to pay the full premium cost to cover members of the bargaining unit and retirees as defined in Section 4, with Life, Sickness, and Accident benefits to include the following

(a) Term Life Insurance                      Principal Sum/\$15,000  
   Accident Death/\$15,000  
   Retirees eligible for  
   Life Insurance/\$10,000

(b) Sickness & Accident                      First Day Accident  
    Insurance current                              eighth day illness  
    employees only

1st year of contract                              \$133.00 per week/26 weeks

2nd year of contract                              \$166.00 per week/26 weeks

3rd year to end of contract                      \$200.00 per week/26 weeks

Section 6. Dental Insurance The Employer further agrees to pay the full premium costs of dental coverage for members of the bargaining unit, their spouse, and dependent children on insurance program as set forth below through any insurance carrier doing business in the State of Michigan chosen by the Employer who can provide equivalent coverage:

(a) Ninety percent (90%) of treatment cost on Class One and ninety percent (90%) of treatment cost on Class Two benefits with one thousand dollar (\$1,000.00) maximum per year per person.

(b) Fifty percent (50%) of treatment cost on Class Three orthodontic benefits with a five hundred dollar (\$500.00) life time maximum.

Section 7. Waiver of Health Insurance Employees of the bargaining unit may waive coverage under either the basic medical coverage or the HMO plan and receive a payment of two thousand dollars (\$2,000.00) as hereinafter provided:

(a) If a married couple are both employed by the City, they must both waive the coverage, but only one (1) two thousand dollar (\$2,000.00) payment will be made.

(b) The employee and his/her spouse must execute a waiver on a form provided by the City.

(c) The employee may make the election to waive coverage effective only January 1 or July 1 of each year. Employees who have waived coverage may reapply for coverage only on July 1, of each year, unless they can establish that the subsequent request for coverage is due to a loss of other medical coverage and the City's insurance company will permit coverage at a time other than July 1.

(d) Payment to employees who make the election as provided in this Section, shall be on or about July 1, for the previous fiscal year's election, provided the employee is still employed by the City of July 1. The two thousand dollar (\$2,000.00) payment will be prorated if the election for the previous fiscal year was for less than twelve (12) months. If the employee is not still employed by the City on July 1, all rights to payment under this Section are forfeited.

(e) Employee who elects to waive coverage will not be eligible for any payment under Section 2.

(f) The City may develop other reasonable rules and regulations that may become necessary for the application of this Section 7.

## ARTICLE XXIV

### RETIREMENT

Section 1. The Employer maintains a retirement plan for all employees and as a condition of employment, it is mandatory that they become a member of the pension plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his/her service time computed from the first day of continuous employment.

The provision of the present retirement system shall remain in effect, provided, however, that where any employee has been on a leave of absence without pay and back payments are due to the retirement plan, such payments shall be deducted at no more than double his/her regular weekly contribution rate, unless otherwise required under the retirement plan.

Section 2. Employees, when applying for their pension, who have twenty-five (25) years of service with the City of Romulus, have the option, regardless of their age, to retire with full pension benefits.

## ARTICLE XXV

### WORK WEEK AND SCHEDULE

Section 1. There will be a regular starting time announced and posted. Whenever the City or any City department has occasion to change such hours, fifteen (15) days prior notice of such change shall be given to the Union. Afternoon shift shall start at 12:00 noon at the premium pay of ten cents (\$.10) per hour. Night shift shall start at 5:00 p.m. at the premium pay of fifteen cents (\$.15) per hour. An employee shall receive premium pay for that shift in which he/she commenced work.

Section 2. Work week: Five (5) consecutive eight (8) hour days, Monday through Friday, shall be the regular work week.

Section 3. Employees shall receive a fifteen (15) minute rest period, with pay, for each one-half (1/2) day of shift duty, which rest periods shall be taken in the second (2nd) and sixth (6th) hour of the work day.

Section 4. All employees shall be required to punch time cards upon commencing and leaving work, including lunch periods. Any employee punching in five (5) minutes up to fifteen (15) minutes tardy in the beginning of the day or after lunch break shall be docked fifteen (15)

minutes. Any employee tardy more than fifteen (15) minutes shall be docked in quarter (1/4) hour segments thereafter.

Section 5. D.P.W., Water Department, and Inspectors

(a) Lunch Period: Thirty (30) minutes and shall start within the fourth (4th) and fifth (5th) hour of work time, without pay.

(b) Work Day: Eight (8) consecutive hours of work, excluding lunch, within the twenty-four (24) hour period beginning at midnight shall be the regular work day.

Section 6. City Hall Clerical and Technical Workers

(a) Lunch Period: Thirty (30) minutes and shall start within the fourth (4th) and fifth (5th) hours of work time, paid by the Employer.

(b) Work Day: Eight (8) consecutive hours of work, including lunch, within the twenty-four (24) hour period beginning at midnight shall be the regular work day.

Section 7. The City should call an employee before the beginning of the work day with notice to him/her that weather conditions will not require his/her reporting to work, if that be the case. If the City does not call the employee and the employee reports at the scheduled time for work, he/she shall receive four (4) hours' pay and shall be available for such work as the department head directs during that four (4) hour period.

ARTICLE XXVI

OVERTIME

Section 1. All Union employees shall be paid one and one-half (1 1/2) times their classification rate after eight (8) hours worked in any twenty-four (24) hour period.



(a) Employees shall be paid one and one-half (1 1/2) times their classification rate for hours worked on Saturdays, except a seven (7) day shift or swing shift, provided, however, scheduled work hours have been worked.

(b) Employees shall be paid double (2) time their classification rate for hours worked on Sunday, except a seven (7) day shift or swing shift, provided, however, scheduled work hours have been worked.

Section 2. Overtime will be distributed equally, as near as possible, to employees within the same job classification within each department. Distribution shall be equalized on a weekly basis within each department. The plan for equalization shall be worked out with each steward. Distribution includes offers of overtime work.

Section 3. A record of the overtime hours worked or offered employees will be posted weekly on the departmental bulletin board no less than weekly.

Section 4. Supervisory personnel shall not perform classified work which is recognized as bargaining unit work, except in cases of emergency, training or instruction of personnel, or which would not result in the loss of overtime, lay-offs, and if bargaining unit personnel are not available to perform said work.

Section 5. A minimum of thirty-six (36) hours' notice to an employee shall be given in order to charge the employee with having declined offered overtime work for Saturday or Sunday scheduled work.

ARTICLE XXVII  
CALL BACK PAY

Section 1. An employee reporting for call back duty shall be assured four (4) hours of work and pay at the rate of one and one-half (1 1/2) times his/her hourly rate. He/She shall keep him/herself available during the entire period for which he/she was paid, and, if he/she is recalled within the four (4) hour period, it shall not constitute a second call-in to which the assurance applies.

Section 2. Holiday call back shall apply to Article XXI of this Agreement.

ARTICLE XXVIII  
GENERAL

Section 1. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance at reasonable times at the discretion of the Employer.

Section 2. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer; but it is agreed and understood that the Employer is not required to provide uniforms if the Employer does not require that they be worn.

Section 3. Suitable rain coats and hats, boots, and safety equipment will be furnished by the Employer at the discretion of the Employer.

Section 4. The Employer will furnish washrooms and lockers for the changing and storing of clothing for the employees of the Water and Sewer and D.P.W. departments.

Section 5. The City shall notify the Union immediately when any classification not listed on the wage schedule is established resulting from introduction of new types of equipment or for other reasons, the Employer may establish a classification and rate structure for same. In the event the Union, within two (2) weeks thereafter, notifies the Employer in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. Otherwise, the rate shall be effective as of the first date employees were assigned to the classification.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists for the use of the Union. All notices posted have the signatures of the Union Business Representatives or the Department Steward and shall be limited to notices of Union meetings and social affairs, notices of Union elections and results thereof and other official business, except political material of the Local and International. All other material may be removed from the board and appropriate discipline taken as to violators.

Section 7. Employees may be temporarily transferred within their department or into another department by the Employer, provided he/she is paid the job rate or their present rate, whichever is greater, and further provided that such transfer does not exceed sixty (60) working days in a position vacated by death, retirement, discharge or voluntary quit of an employee. No posting will be required for temporary transfer. Anyone temporarily transferred will not accumulate seniority in the temporary

position and will be paid the higher rate only for hours worked. Vacations, personal leave, or any other paid time off work will be paid at the employee's regular classification rate of pay. For any temporary position filled by a posting, employees will be paid the new job rate for all hours worked and for compensated time off.

Section 8. Vacancies occurring in any position in the bargaining unit in any department shall be posted on the bulletin board of each department for not less than five (5) days, and shall include the classification of the vacancy, the minimum qualification and pay rate. The successful bidder will be notified and the notice will be posted within five (5) days. All new job classifications created after the execution of this Agreement shall be posted in conformity with this Section.

Probationary employees whose classification falls within the bargaining units with respect to wages and grievance procedures shall not be allowed to bid on any vacant position within the bargaining unit until they have satisfied their probationary period.

The job description of inspectors in the D.P.W. shall be revised and current inspectors will be grandfathered.

The City will have new job descriptions for all employees involved in the upgrade, after ratification. These will not be posted.

Section 9. Vacancies will be filled according to seniority, if all other matters such as ability and other qualifications are equal in the opinion of the Employer. If a vacancy is determined by the Employer to be necessary, the Employer shall fill the same within thirty (30) days. Bids within the particular department involved will be given preference.

(a) In the D.P.W., if two (2) or more employees bid for the job position, the Employer shall give the employee with the most departmental

seniority an opportunity to perform the position for a period of not more than thirty (30) calendar days to determine if he/she has the ability to perform or learn the job as determined by the department head. If he/she does not qualify, the next senior bidder shall be given the same opportunity.

(b) In a department other than the D.P.W., the successful bidder shall be given a probationary period of up to thirty (30) calendar days to qualify on the job.

Section 10. When an employee bids and is awarded a position for promotional purposes, they will remain at their current rate of pay during their probationary period (thirty [30] days). They will be assisted in learning the job and evaluated in writing by their department head once a week during the probationary period with a copy of said evaluation to be forwarded to the Personnel Department and employee, if they are not satisfactorily performing. Upon nearing the completion of the probationary period, the department head will notify the Personnel Department if the employee is qualified for said position. After the probationary period is successfully completed, the employee will be compensated at the rate of pay in the new position which corresponds to his/her Union seniority. (Example: If an employee has seven (7) months of Union seniority, he/she would be compensated at the six (6) month rate of the new classification. In the event the employee did not qualify, he/she shall be returned to his/her former position at that rate of pay.)

Section 11. The Employer will reserve the right to hire from the outside where it is determined by the Employer that no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

Section 12. Bids to fill vacancies posted by the Employer will be considered only from employees in classifications below the classification and rate of pay of the vacancy to be filled, except in the following cases:

(a) Bids will be considered from employees in equal or higher paid classifications who desire to bid into equal or lower paid classifications, but only under the following conditions:

1. The employee who bids has been in the classification from which he/she bids for at least one (1) year;

2. Any employee awarded a vacancy under this Subsection a. will be placed at the bottom of the seniority list in that classification in his/her department.

(b) No bids will be considered under Subsection (a) above from any employee who has been awarded a vacancy under that Subsection within a period of twelve (12) months prior to the date of the bid.

(c) Anyone awarded a job under the bidding process who resigns from the awarded position shall not be eligible to bid again for six (6) months.

Section 13. The Union shall be given an opportunity to review and discuss job classifications and assignments. The City, without restrictions, may put such classifications and job descriptions into effect, subject to such adjustment as may result through discussion or the Grievance Procedure.

The City shall reimburse the employee all costs associated with C.D.L. license who are required to maintain the C.D.L., if the employee passes health, driving, written exam, and/or any other state requirements. Employees will be allowed to test twice. Failure to successfully pass the testing shall subject the employee to termination. The employee who fails the test will, however, be given a demotion if there is an available position

to which he/she has the qualifications to perform the job available at the time he/she fails to successfully pass the test or if one becomes available within sixty (60) days after same. Should a position not become available within sixty (60) days, the employee's termination will become final.

The job description of Laborer will include operating the chipper. The chipper will be removed from the Equipment Operator job description.

The chipper is not a piece of equipment that is in compliance with the C.D.L.; therefore, the employee will not receive the Equipment Operator rate of pay. He/She shall be paid the regular rate of pay within their classification when operating this piece of equipment.

Section 14. The Employer has the right to require an employee to continue to work up to two (2) hours past the regular work day to complete unfinished job assignments without institution of the overtime seniority list. This is intended to cover unforeseen extension of the regular work day.

Section 15. In this Agreement, any reference to his or him shall be read to include all persons both male and female.

Section 16. Residency All employees hired after the execution of this Agreement must, within ninety (90) calendar days after the date of their employment, move within a fifteen (15) mile radius of the Romulus City Hall and live within said boundary lines established herein for the duration of their employment. All present employees who live within the boundaries established herein must, as a condition of continued employment, continue to live within said boundary lines. Present employees who do not live within the established boundaries may continue to do so, but if they move for any reason, they must move into the area established herein and continue to live there as a condition of employment.

Section 17. Physicals/Drug Testing Any current regular full-time employee who has been off work for an extended suspension or is reinstated for any reason or off work for any prolonged absence, illness, or medical leave for a period in excess of sixty (60) days may be required, at the City's discretion, to have complete testing and evaluations repeated the same as a new hire, including a drug screen and physical examination.

The City reserves the right to send any current or returning employee for a drug screen, physical examination, psychological testing, or other evaluation, etc., if reasonable cause is established.

The City reserves the right to have the employee examined by a physician selected and paid for by the City.

The City agrees to comply with any and all applicable state and federal laws.

## ARTICLE XXIX

### DISCRIMINATION AND COERCION

Both parties agree that the provisions of the Agreement shall be equally applied to all employees without discrimination or coercion as to age, sex, race, color, marital status, creed, national origin, or political affiliation.

## ARTICLE XXX

### EQUIPMENT TRAINING

Section 1. The City of Romulus will agree to provide equipment training to employees on Saturdays to be determined by the Employer and the Union. The members of the Union will not be paid for the training.



The training will be offered on the basis of seniority in the classification which the equipment affects.

## ARTICLE XXXI

### WHOLE AGREEMENT

Section 1. No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto, unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, and arrangements heretofore existing.

ARTICLE XXXII

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 1996 to June 30, 2000, 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 the date of expiration.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the 1 day of November, 19 96.

City of Romulus

Teamsters State, County and

Municipal Workers Local 2

William M. Oakley  
Andre Choate  
Amita J. Johnson  
Robert A. Hoffman

Carl Brooks - 1-1-97  
Willie Hill  
Carl Brooks  
Marcia D. Gibson

## APPENDIX "A"

### FAMILY AND MEDICAL LEAVE ACT AND AMERICANS WITH DISABILITIES ACT C.D.L. LANGUAGE

Section 1. Americans with Disabilities Act (A.D.A.) This contract shall be in compliance with the Americans with Disabilities Act (A.D.A.). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the A.D.A. and recognize the need to reasonably accommodate the disabled, as provided for under the A.D.A. They agree to meet, as necessary, during the term of this Agreement to discuss any specific problems which may arise on complying with the A.D.A.

#### Section 2. Family and Medical Leave Act (F.M.L.A.)

(a) The City and the Union shall comply with the Family Medical Leave Act (F.M.L.A.) and the regulations implementing that which are specifically incorporated herein. Employees paid time off such as sick days and personal days will be charged for F.M.L.A. leave, in accordance with F.M.L.A. regulations.

(b) Unpaid F.M.L.A. leave will not be granted until all paid time off to which an employee can be charged for F.M.L.A. leave is exhausted, with the exception of earned vacation time which will not be charged for F.M.L.A. leave. Said time to be retained by the employee pursuant to the contract.

(c) Health insurance coverage will be maintained for the duration of the F.M.L.A. leave. Upon their return from F.M.L.A. leave, employees will be returned to the same or an equivalent position to that which they

occupied when the employee commenced the leave, in accordance with F.M.L.A. regulations.

(d) Employees shall also remain entitled to all other benefits to which they are entitled under this Agreement.

Section 3. Commercial Drivers License (C.D.L.)

(a) This contract shall be in compliance with state and federal Commercial Driver's License (C.D.L.) laws and regulations. Employees covered by this contract shall be entitled to all rights as contained within the contract. The City and Union shall comply with their obligations under all C.D.L. laws and regulations. They agree to meet as necessary during the term of this Agreement to discuss any specific problems which may arise in complying with state and federal C.D.L. laws and regulations.

LETTER OF AGREEMENT BETWEEN THE CITY OF ROMULUS AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

This Letter of Agreement made this 9th day of October, 1996, by and between the City of Romulus (the "Employer") and Teamsters State, County, and Municipal Workers Local 214 ("Local 214").

WHEREAS the Employer and Local 214 (the "Parties") are signatories to a Collective Bargaining Agreement covering a number of employees of the City of Romulus, and

WHEREAS the Employer desires to create a flexible work schedule for clerical employees on a trial basis on which employees may work four (4) ten (10) hour days in a work week. Therefore, to accommodate this change, which in the discretion of the Employer may be continued or discontinued, the Parties agree as follows:

1. ARTICLE XII

A. The provisions of Article XII with the respect to sick leave are modified so that sick leave may be taken in two (2), four (4), six (6), eight (8), or ten (10) hour increments. Also, the contract should read that employees will be granted up to fifty-six (56) hours per year for each year during the length of the contract.

B. The provisions of Article XII with respect to emergency personal business leave are amended to allow employees to take their emergency leave time in one (1) hour increments to a maximum of ten (10) hours.

C. The provisions of Article XII with respect to personal leave are amended so that the personal leave may be taken in two (2), four (4), six (6), eight (8), or ten (10) hour increments. Also, the contract should read

that employees will receive sixty-four (64) hours of personal business each year during the length of the contract.

## 2. ARTICLE XXI

A. The provision of Article XXI with respect to Holiday and Rate are amended to provide, "All employees that have completed thirty (30) calendar days will be eligible to receive holiday pay under the following regulations. Assuming under the flex schedule the employee would normally be working on the holiday, the employee will be paid his/her current rate pay based on a ten (10) hour day for said holidays."

B. The provisions of Article XXI, Section 2, are amended to provide, "The employee must work the preceding work day before each holiday and the succeeding work day after each holiday or be on approved leave, unless the employee is not normally scheduled to work those days under their flex schedule. Otherwise, no holiday pay will be granted."

C. The provisions of Article XXI, Section 4, are amended to add, "If the holiday falls on a non-scheduled work day for the employee, the next available day will be taken as the paid holiday."

D. The provisions of Article XXI, Section 6, are amended to read, "Holidays recognized in Section 1 of this Article that fall within an employee's vacation period will be considered a part of a vacation. Employees will be paid one (1) day in lieu of a holiday or may extend their vacation one (1) day in lieu of a holiday, as long as it does not interfere with the operation of the department."

## 3. ARTICLE XXII

A. The provisions of Article XXII, Section 1 (d), are amended to read, "Such employees who complete ten (10) years of service shall be granted fifteen (15) working days of vacation, plus one (1) day for each

additional year of completed service, up to a maximum of two hundred sixteen (216) hours.”

4. ARTICLE XXV

A. The provisions of Article XXV, Section 2, are amended to read: “Work Week: Four (4) ten (10) hour days in a work week to be scheduled by the employee’s department head.”

B. The provisions of Article XXV, Section 6, - Clerical Workers, are amended to read: “(b) Work Day: Ten (10) consecutive hours of work, including lunch, within the twenty-four (24) hour period beginning at midnight, shall be the regular work day.”

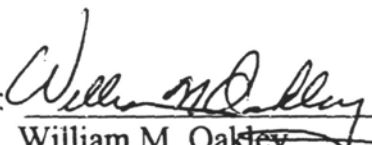
5. ARTICLE XXVI

A. The provisions of Article XXVI, Section 1, are amended to read: “All employees shall be paid one and one-half (1 1/2) times their classification rate after ten (10) hours worked in any twenty-four (24) hour period.”

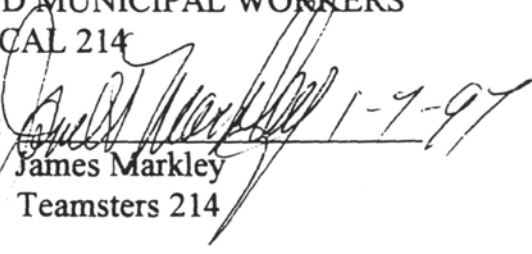
6. All clerical employees who elect to work a flex schedule must continue to do so for at least a ninety (90) day period at the request of their department head.

The remainder of the Agreement of July 1, 1996 shall remain in full force and effect.

CITY OF ROMULUS

By:   
Its: William M. Oakley  
Mayor

TEAMSTERS STATE, COUNTY  
AND MUNICIPAL WORKERS  
LOCAL 214

By:   
Its: James Markley  
Teamsters 214