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6/30/2001

COLLECTIVE BARGAINING AGREEMENT

CITY OF WAYNE

and

METROPOLITAN COUNCIL 25,
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) AFL-CIO
and its
AFFILIATE LOCAL UNION NO. 290
and its WAYNE CHAPTER

Wayne, City of

DPW/Recreation UNIT

July 1, 1998-June 30, 2001

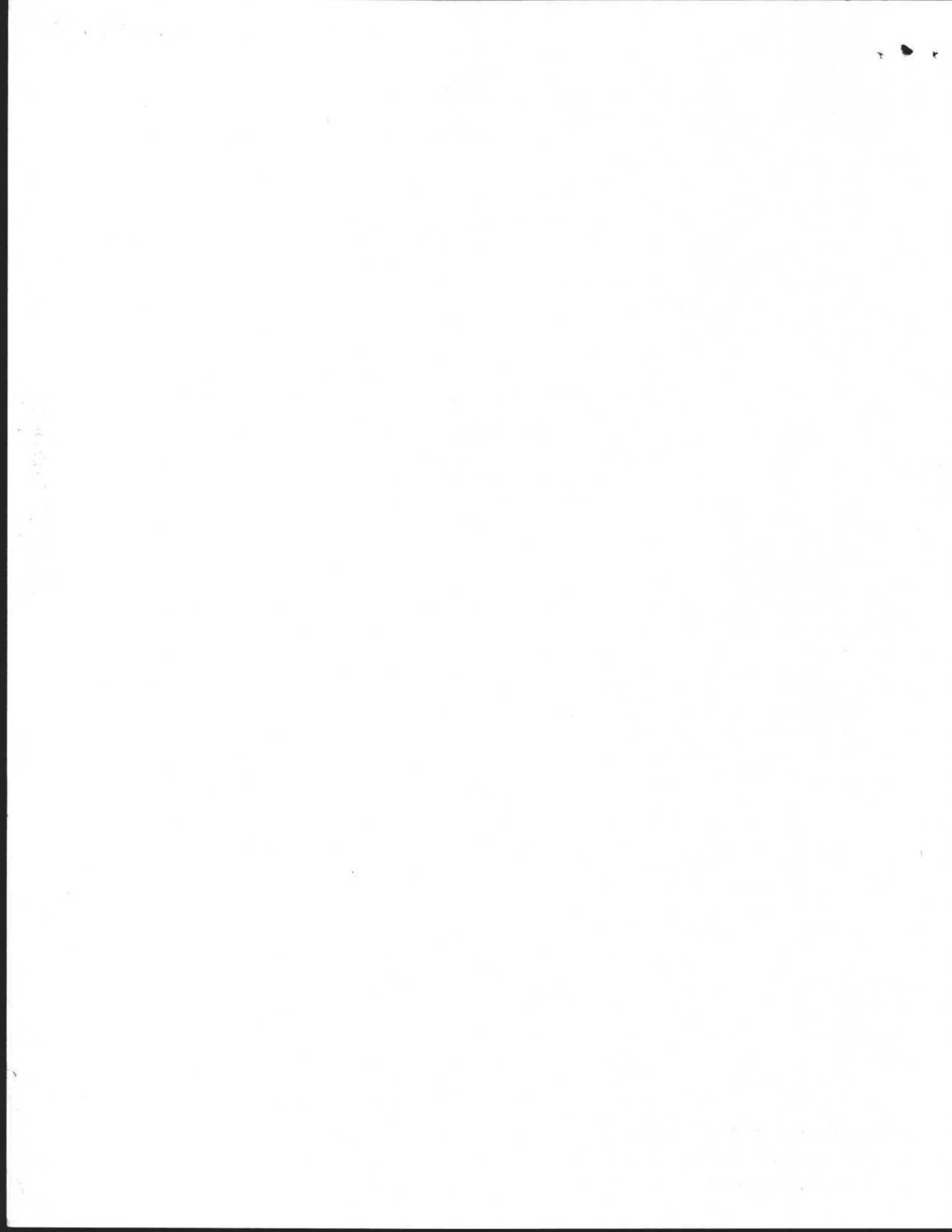


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AGREEMENT

THIS AGREEMENT entered into on this 13th day of September 1998, between the City of Wayne, hereinafter referred to as the "City" and Metropolitan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliate Local Union No. 290 and its Wayne Chapter, hereinafter collectively referred to as the "Union".

PREAMBLE

WHEREAS, the general purpose of this Agreement is to set forth the terms and conditions of employment;

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public; and

WHEREAS, the City, the DPW and Recreation Department Heads and the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with Michigan Public Act 379, MPA of 1965.

Note: The headings used in this Agreement and the exhibits neither add to, or subtract from, the meaning, but are for reference only.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION 1. The City hereby recognizes the Union as the exclusive bargaining agent to the extent required under Act 379 of the Public Acts of 1965, as amended for a unit consisting of all hourly rated employees of the DPW and Recreation Maintenance employed by the City who are within the bargaining unit certified by the Michigan Employment Relations Commission in Case Numbers R71, K-346 and R76 C-181, and Recreation Department Building & Grounds I and Building & Grounds II, DPW Laborer I positions, excluding supervisors, clerical employees, elected and appointed officials and all other employees.

SECTION 2. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section 1.

SECTION 3. The City agrees not to negotiate with any other organization other than the Union with respect to the employees in the unit defined in Section 1 for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it

adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union, has been given an opportunity to be present at such adjustment.

ARTICLE II - EMPLOYEE SECURITY

SECTION 1. All employees shall be free to join or not join the Union. Membership in the Union is not required for employment.

SECTION 2. For the period of this Agreement, any employee may have deducted from his pay the periodic dues uniformly required as a condition of retaining Union membership by executing a written order to do so on the form set forth below. During the term of this Agreement, the City agrees to make such dues deduction from the first payroll each month, provided, the Union's Authorization Check-Off of Dues Form has been received by the City 10 working days before such dues are to be deducted.

Authorization of Check-Off of Dues

To: City of Wayne

Date: _____

I (employee's name), hereby authorize the City of Wayne to deduct \$_____ from my regular paycheck for membership dues in accordance with the Collective Bargaining Agreement entered into on April 06, 1973 with the Council 23, AFSCME, AFL-CIO and Local Union No. 290, City of Wayne Charter.

SECTION 3. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the City for purposes of complying with the provisions of this Article.

SECTION 4. It is agreed that no non-employee Union official shall have access to or enter the City's premises without permission of the respective Department Head, or his designees provided permission shall not be arbitrarily denied and provided further this provision shall not apply to special conferences or Level 3 grievance hearings as provided for in the Agreement.

SECTION 5. Each seniority employee, who on the date this Agreement is ratified by both parties, is a member of the Union and each employee who becomes a member after said date, as a condition of employment, shall maintain his membership in the Union to the effect of tendering the regular, periodic dues uniformly required for membership, provided, however, an employee shall be able to withdraw his membership in the Union by filing a written withdrawal request in a thirty (30) day period prior to the expiration of this Agreement.

Any present or future employee who is not a member of the Union as of the date of this Agreement is ratified by both parties and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge in an amount equal to the regular periodic monthly dues uniformly required for membership.

In the event any employee shall fail to either join the Union or pay the service charge sum as provided above, and/or in the event said Union dues or service charge remains unpaid for a period of Sixty (60) days following the date the same is due, the Union shall notify the City Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of notification, the City shall discontinue the services of said employee.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installation; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign, transfer, promote and layoff employees; (g) to direct the workforce, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification, all subject to the provisions of Article XIII, New or Changed Jobs; (i) to establish work schedules; (j) to discipline and discharge employees for cause; (k) to carry out cost and general improvement programs; (l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

SECTION 2. Nothing contained herein shall be considered to deny or restrict the City of its rights responsibilities, and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the City.

SECTION 3. It is understood that the rights, powers, authority, duties and responsibilities provided in Sections 1 and 2 are limited by the express provisions of this Agreement.

ARTICLE IV - SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters, including matters involving health and safety. Such meetings are to be arranged between the steward and the Department Head or his designated representative. Such meetings shall be between representatives of the City and two employee representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Such meetings should be scheduled during the normal business hours of the City unless otherwise agreed. Such a meeting shall be attended by a representative of Council 25 or a representative of the International Union.

ARTICLE V - BULLETIN BOARD

SECTION 1. The City shall allow the Union to use one (1) bulletin board, in each department, for posting notices set forth in Section 2 below, except that additional notices may be posted with permission of the City.

SECTION 2. Notices shall be restricted to the following types:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments and results of Union elections pertaining to employees within this unit.
- C. Notices of Union meetings and educational classes.

SECTION 3. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever or for advertising.

ARTICLE VI - REPRESENTATION

SECTION 1. The City recognizes the right of its employees to be represented by a steward or alternate for the purpose of handling contract grievances who shall be a regular employee of the City with at least one year seniority.

SECTION 2. Grievances shall be handled at Step 1 of the Grievance Procedure by the respective Department Head scheduling a meeting immediately before the end of the employee's work shift, unless otherwise agreed by the parties.

Grievances shall be reduced to writing at Step 2 during non-working hours.

The meeting at Step 3 shall be scheduled by the City Manager or his designated representative during normal business hours of the City unless otherwise mutually agreed.

SECTION 3. All necessary time lost by employees and/or the Union Steward during the regular, straight-time shift, because of grievance processing in accordance with the Grievance Procedure and this Article, shall be paid for by the City at the employee's regular, straight-time hourly rate. It is understood that this only applies to time lost during the normal, regularly scheduled straight time, and does not apply to grievance activity during non-work hours or after the regularly scheduled straight time shift.

SECTION 4. No Union activity, except as provided above in the case of grievance processing shall be carried on City premises during scheduled working times.

SECTION 5. The City will not recognize any steward, alternate or union officer of the bargaining unit until his name and position have been certified in writing by the Union to the City.

SECTION 6. Neither the Union nor any of its officers nor any steward shall assume supervisory authority or direct employees to disregard the instruction of supervision.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, such grievance shall be submitted to the following Grievance Procedure.

Matters which do not involve an alleged violation of a specific Article and Section of this Agreement will be handled between an employee and supervision on an informal basis apart from this Agreement at a time determined by the supervisor.

Step One. If an employee feels he has a grievance, he shall, within ten (10) working days of the time the grievance arose or from the time the employee should have known of the grievance, discuss the matter with the respective Department Head in an attempt to resolve it orally provided, however, all grievances must be filed in writing, at Step Two, with the Department Head within 15 working days from the time the alleged violation was to have occurred. The employee shall have the right to request his Steward at this meeting, and if requested, the Steward shall be allowed to represent the employees at this meeting. The Department Head shall have the right to have other City representatives present at said meeting.

Step Two. If a satisfactory adjustment is not made of the grievance in Step One, the employee or Union shall reduce the grievance to writing, in triplicate, and the aggrieved employee shall sign the grievance. One copy shall be sent to the Steward of the Union and one copy referred to the Department Head in Step One. The grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this contract alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the relief requested. The Department Head shall give his answer in writing within five (5) work days after receipt of the grievance, with a copy to the Steward.

Step Three. If a satisfactory adjustment is not made of the grievance in Step Two, it may, within five (5) working days, be referred by the Union to the City Manager. The Manager and/or his designated representative(s) shall meet with the aggrieved employee, the Chief Steward and another Steward, and/or an outside representative of the Union within ten (10) working days after receipt of the appeal. The City Manager shall give an answer in writing within ten (10) days after meeting with the representative of the Union.

SECTION 2. All grievances must be filed in writing with the Department Superintendent within fifteen (15) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not advanced to the next Step by that employee or the Union within the time limit in that Step, or if no time limit is specified within five (5) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in the Article, the grievance may be referred to the next step of the Grievance Procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

SECTION 3. The City shall not be required to pay back wages in excess of ten (10) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any other compensation that he may have received from any source during the period of the back pay. In the event of termination, such employee shall have the burden of showing that he was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties. In the event of a group grievance, all employees aggrieved will be designated in the grievance, but all employees need not sign the grievance.

SECTION 4. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

SECTION 5. Any agreement reached between the department and the Union representative is binding on all workers affected and cannot be changed by any individual, provided, however, in settling cases involving employee discharges or suspensions for more than ten (10) working days, such settlement shall be either agreed to by the employee involved or approved by the membership. All agreements reached shall be reduced in writing and signed by the City representative and the Union Steward.

SECTION 6. Working days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION 7. If an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the Grievance Procedure or Arbitration.

ARTICLE VIII - ARBITRATION

SECTION 1. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may, at its option, submit the grievance to arbitration by written notice delivered to the City Manager or his designee and the American Arbitration Association 30 calendar days after receipt of the City's answer in Step 3 or the Union may submit the grievance to the City Council by written notice delivered to the City Manager or his designee within said 30-day period. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved and the relief requested. If no such notice is given within the 30-day period, the City's answer shall be final and binding on the Union, the employee, or employee's involved, and the City.

SECTION 2. If the Union submits the grievance to the Council, the Council or designated member of the Council shall within thirty (30) working days investigate the grievance including giving the aggrieved employee and/or the Union a reasonable opportunity to be heard, said hearing shall not be open to the public in accordance with the Open Meeting Act, Act 267 of PA 1978 as amended. The Council shall render its decision in writing within thirty (30) working days after holding the hearing on the appeal. A copy of the Council's decision shall be delivered to the employee involved, to the Union representative and to the City Manager. The decision of the Council shall be final and binding on the Union, the City, the employee or employees involved.

SECTION 3. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section 1 of this Article. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

SECTION 4. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in writing, setting forth his findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.

SECTION 5. Powers of the Arbitrator. The Arbitrator shall have no power to add to, or subtract from, alter, or modify, any of the terms of this Agreement. He shall have no power to establish wage scales or change any wage. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

1. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

SECTION 6. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by the Agreement, shall be final and binding upon the Union, the City, the employee or employees involved. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION 7. Each party shall pay its own costs of processing grievances through the arbitration procedures. The fee of the

Arbitrator, his travel expenses, and the cost of any room or facilities, and the expenses of the arbitration, if any, shall be shared by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Each party will pay for the costs of any transcript it orders and if the arbitrator requests a copy of the transcript, the cost of said transcript will be considered part of the arbitrator's expenses and will be shared by the parties.

SECTION 8. Work days for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

ARTICLE IX - DISCIPLINE AND DISCHARGE

SECTION 1. The City may adopt, revise and enforce reasonable rules and regulations with a copy to each employee not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for the bargaining unit employees, provided, however, all new or amended rules will be posted five (5) working days prior to their effective date.

SECTION 2. All disciplinary action of seniority employees shall be for just cause.

SECTION 3. In the event a seniority employee is suspended or discharged, the City shall notify the steward of the action within two working days.

SECTION 4. Should a seniority employee consider his discharge or suspension to be improper, he shall file a written grievance at Step Two of the Grievance Procedure within three (3) working days and a Step Three meeting will be held within five (5) working days thereafter.

SECTION 5. A seniority employee discharged or suspended shall, except in unusual circumstances, upon his request, be allowed to discuss the discharge or suspension with his steward before he is required to leave the premises.

ARTICLE X - LENGTH OF SERVICE

SECTION 1. It is understood that employees are subject to a probationary period of six months, during which time the City shall have the sole right to discharge, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of their last permanent date of hire.

SECTION 2. Upon the signing of this agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days hereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every six (6) months upon written request. In no event shall the City be required to pay back pay by reason of the correction of an error, on such list.

SECTION 3. An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of three (3) years or length of his seniority, whichever is less.
- D. Fails to report for work within ten (10) work days following recall from layoff.
- E. Is absent without a reasonable excuse to the City for three (3) consecutive working days and without notice to the City of such excuse within the three (3) days.
- F. Fails to return from a leave of absence at the designated time, Article XXV, Section 5.

SECTION 4. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the city's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

SECTION 5. An employee who is transferred to a position outside the bargaining unit shall retain and accumulate his/her seniority. A supervisor, who with permission of the City, elects to return to the bargaining unit after having been outside the bargaining unit for more than fifteen (15) months, shall only have the right to exercise his/her seniority as a Laborer II. A supervisor who is laid off from his/her supervisory position shall have the right to exercise his/her accumulated seniority without regard to the fifteen-month provision and may exercise said seniority in whichever classification(s) his seniority entitles him. This clause shall not be construed to limit the City's right to terminate an employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE XI - REPORTING PROCEDURES

Section 1. Employees shall give prior notice to their immediate supervisor or designee whenever they expect to report late or to absent themselves from work. Failing in this responsibility, any employee not notifying his supervisor prior to leaving work the day before, must call the designated number at least 30 minutes prior to the start of the shift, and indicate the reason for their absence together with their expected date of return. Failure to comply with this Section shall result in disciplinary action.

Section 2. The following no-fault tardiness policy shall be effective beginning with the 1995-96 agreement:

A tardiness offense is defined as being tardy five (5) times in any sixty (60) day period without prior permission. Employees who violate this rule and are "excessively" tardy as defined herein will be subject to the following penalties:

1st Offense	Written Verbal
2nd Offense	Written Reprimand
3rd Offense	Three work-day suspension
4th Offense	Five work-day suspension
5th Offense	Discharge

- A. If there is a lapse of more than six (6) months between the time an employee is penalized for excessive tardiness and the next infraction of this rule, the previous penalty will be repeated (for example, if an employee receives a three-day suspension on January 15 and does not violate the rule again until July 15, the three-day suspension will be repeated) provided however, in the event an employee receives either a written verbal or a written reprimand and does not incur a subsequent violation of the tardiness rule within six (6) months from the date he received the reprimand, said original reprimand(s) shall become null and void and will not be used or referred to in any other proceedings.
- B. If there is a lapse of more than twelve (12) months between the time an employee is given a time off penalty for excessive tardiness and the next infraction of this rule, the employee will back up one (1) step in the procedure (for example, if an employee receives a three-day suspension on January 15 of one (1) year and does not violate the rule again until January 16 of the next year, the employee will receive a written reprimand).
- C. In applying this rule, it is understood that if unusual weather conditions result in a substantial number of employees being late or absent, tardiness on such a day will not be counted.

- D. For the purpose of determining whether a violation of the tardiness rules have occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of infraction or after the monthly review. If the disciplinary action to be taken falls under the second, third, or fourth offenses under tardiness, the start of the sixty (60) day period shall not begin until the preceding warning notice has been made available to the employee.
- E. Failure to punch in after an employee has already received a three work-day suspension shall be counted as being tardy.

ARTICLE XII - LAYOFF AND RECALL

SECTION 1. Employees shall be laid off or recalled by the City in the following manner:

- D. First, temporary employees in the affected classification.
- E. Second, probationary employees in the affected classification.
- F. Third, seniority employees within the affected classification will be laid off according to their length of service with the City, the work to be performed and the ability of the remaining employees to do it.

SECTION 2. In the event a Laborer IV is removed from his classification as a result of layoff, he shall displace the Laborer II with the least amount of service providing said Laborer IV has more service with the City. In the event a Mechanic I is removed from his classification as a result of a layoff he shall displace the Laborer II with the least amount of service providing said Mechanic I has more service with the City and has previously worked as a Laborer II. In the event a seniority Building & Grounds II is laid off, he shall displace the Building & Grounds I with the least amount of service providing said Building & Grounds II has more service with the City.

SECTION 3. Recall from layoff shall be in reverse order of layoff providing the employee can do the work required. Upon recall, an employee may be required to take a physical examination by the City designated doctor if said employee has been on layoff for a period of thirty (30) days or more. Notice of recall shall be sent to the employee at his last known address by registered or

certified mail or telegram.

SECTION 4. Temporary adjustments of the workforce due to such things as emergencies, material shortages, breakdown of equipment, fire, flood, labor disputes, civil disorder and conditions beyond the control of the City may be made without application to the above provisions. If such temporary adjustment continues for more than five (5) working days, the Union may request the City to adjust the workforce according to the above sections and the City shall do so within two (2) working days thereafter.

ARTICLE XIII - PROMOTIONS AND TRANSFERS

SECTION 1. Job vacancies which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotion shall be defined to mean a job vacancy within the bargaining unit carrying a higher rate of pay.

SECTION 2. Promotional vacancies shall be posted on the City bulletin board in the DPW and Recreation Departments for a period of seven (7) working days. Any employee possessing the minimum reasonable qualifications may apply for the job by submitting application to the Personnel Department within the period provided. The City shall have the right to select an employee to fill the job during the posting period or until such time as the job is permanently filled, provided such temporary appointment shall not exceed 90 days of work unless otherwise agreed between the City and the Union.

SECTION 3. On the filling of such promotional vacancies, the Personnel Director shall certify the three highest names who have passed the job-related promotional examination. The appointing authority shall make his selection from this certification. When more than one vacancy is to be filled two more names than the number of positions to be filled shall be certified.

SECTION 4. Said applicant selected for the promotion shall serve a probationary period of up to six (6) months. In the event the employee fails to satisfactorily complete his/her probationary period, the employee shall be returned to his/her former classification. The employee may elect to return to his/her former classification at any time during their probationary period.

SECTION 5. Performance examinations shall be given by an outside organization.

SECTION 6. The City reserves the right, at its option, to send employees to an outside school for training on City time, provided it is understood the City is not obligated to do this and provided, however, in the event the City agrees to send an employee(s) to said school prior to filling a promotional vacancy, the City will

not send a junior employee before sending a senior employee interested in the training.

SECTION 6(a). The City shall make available to members of the bargaining unit a Tuition Reimbursement Policy which shall be identical to the policy established for non-union classified employees of the City.

SECTION 7. An employee desiring to transfer from one classification to another in a different department or transfer not covered by Section 1, shall be governed by the provisions of Section 18.22 and 18.22a of the City Charter and applicable personnel rules. Said request shall be filed in writing with the Personnel Director.

ARTICLE XIV - NEW OR CHANGED JOBS

When a job is placed in existence which cannot be properly placed in existing classification and rate structure, or a new classification is established, or an existing classification is changed or combines with another classification, to the extent that materially different skills and responsibilities are required, the Steward will be notified in writing. The City will, after written notice to the Steward, establish rates for the new classification, which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this period, the Union may request in writing, a meeting with the City to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within thirty (30) calendar days, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on a rate within thirty (30) calendar days from the date of the request, the Union may file a written grievance at Step 3 of the grievance Procedure within ten (10) calendar days following expiration of said thirty (30) calendar day period.

ARTICLE XV - SUBCONTRACTING

While the right of contracting, subcontracting, and/or transferring work is vested in the City, the City will not subcontract or contract any work regularly performed by members of the bargaining unit for the purpose of undermining the Union. In cases of contracting or subcontracting the work regularly performed by members of the bargaining unit, which would result in a layoff of a member of the bargaining unit, the City shall notify the Union thirty (30) days prior to any lay-off of a member of the bargaining unit and, if requested in writing from the Union within two (2) work days from the notice, the City will meet within five (5) work

days from receipt of the request to discuss the work in question. While supervisor and/or non-bargaining unit personnel of the Recreation Department may continue to perform bargaining unit work, under normal circumstances supervisors will not perform bargaining unit work if it will result in the termination or layoff of employment of a seniority member of the bargaining unit except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference. It is understood that the notification and meeting procedures do not apply to programs being funded by outside sources.

Grievances involving subcontracting resulting in layoff may be processed to the Council level but not to arbitration.

ARTICLE XVI - HOURS OF WORK

SECTION 1. The City retains the right to schedule the work hours of its employees according to the needs of the City. If the City's actions are arbitrary or unreasonable in changing the hours of an employee or group of employees, the employee may file a grievance at Step 2 of the Grievance Procedure. The normal workweek consists of forty (40) hours, the normal workday consists of eight hours exclusive of lunch period, occurring during the period beginning at 12:00 midnight Sunday and ending 12:00 midnight the following Sunday. The normal workday for most DPW day shift employees shall commence at 7:30 a.m. and end at 4:00 p.m. with a sixty (60) minute lunch hour, $\frac{1}{2}$ hour paid. It is recognized by all parties that the Recreation Department is a seven (7) day a week, twenty-four (24) hours a day operation; and the hours of work for Recreation employees shall be scheduled according to the needs of the Department. In the event the City finds it necessary to change the hours of work of the aforementioned employees, it shall give the employees affected five working days notice in advance. If the City does not give five working days notice and the starting time is made earlier, said employees shall be entitled to work their normal shift (subject to provisions of Section 11 herein) in addition to the earlier starting time or, (2) if the starting time is made later, the employee shall receive 1-1/2 times their hourly rate for the hours worked beyond his normal 4:00 p.m. quitting time. Nothing herein shall be construed as a guarantee of hours worked per day or days worked per week.

SECTION 2. The City will continue its policy of allowing a thirty (30) minute paid lunch period for those full-time DPW employees whose normal work shift assignment commences on or after 3:00 p.m.

SECTION 3. All full-time employees may take a rest period of up to fifteen (15) minutes in the first half of their shift and fifteen (15) minutes in the second half of their shift. The

aforementioned rest periods shall be taken on the work-site that the employee is working on at the time of the break. Employees handling hazardous materials or human waste shall be allowed ten (10) minutes of wash up time prior to the lunch hour and/or prior to the end of the shift.

(a) Additional rest periods for any two (2) hour increments of overtime work will be granted. An employee who is required to work in excess of four (4) hours or more of overtime and who is unable to take a thirty (30) minute lunch break because of an emergency situation (at the Supervisor's discretion) shall have an additional thirty (30) minutes of overtime added to their time card for the day. This section (paid lunch breaks) does not apply to Recreation Department employees.

(b) Compensation for DPW employee lunch breaks for work in excess of four (4) hours or more of overtime will be calculated at the applicable overtime hourly rate of pay.

SECTION 4. All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of eight (8) hours in any one day and forty (40) hours in any one workweek. For purposes of computing overtime, the half-hour paid portion of the DPW employees lunch period shall be considered as time worked. All leave without pay time (LWOP) off shall be subtracted hour for hour from any overtime earned during a pay period.

SECTION 5. All DPW employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked on Saturday, except when a regularly scheduled shift starts on Friday and continues into Saturday. All Recreation Department employees shall be paid time and one-half their regular straight time rate for all approved time on the sixth consecutive day worked in a work week except when a regularly scheduled shift starts on the fifth day and continues into the sixth day.

SECTION 6. A Recreation employee who is normally scheduled to work on a paid holiday (Article XXV, Section 6) will receive their regular straight time hourly rate for all scheduled hours worked and will be granted a paid day off that is mutually agreed upon by the department and employee during the same pay period. In addition, an employee who is not normally scheduled to work on the paid holiday will be granted another day off with pay following the same procedure as described above.

An employee who works a paid holiday, or in the case of Recreation Department employees a designated paid holiday, shall be paid two times his normal rate for the particular day in addition to his holiday pay providing he meets the requirements of Article

XXV, Section 6A, 1, 2, and 3.

SECTION 7. The allowance of an overtime premium on any hour excludes, the hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payments.

SECTION 8. All DPW employees covered by this Agreement shall be paid two (2) times their regular rate of pay for all hours worked on Sunday, except when a regularly scheduled shift starts on Saturday and continues into Sunday. All Recreation Department employees covered by this agreement shall be paid two (2) times their regular rate of pay for all approved hours on the seventh consecutive day worked in a work week except when a regularly scheduled shift starts on the sixth day and continues into the seventh day.

SECTION 9. All time cards shall be computed in tenths of an hour.

SECTION 10. Employees will be permitted to go home and rest for eight (8) hours after completing sixteen (16) hours of work in any one twenty-four (24) hour period. If this eight (8) hour rest time period falls in a regular scheduled work day, the employee shall be compensated for the excused hours at his regular hourly rate. If there is an emergency requiring him to work during his rest time, he shall be paid an additional sum equal to his regular hourly rate.

SECTION 11. A full-time employee, unless otherwise notified by the City, who reports for work on his regularly assigned shift and is informed by the City that work is not available for such employee, shall receive not less than four (4) hours pay at his regular, straight time hourly rate, provided, however, that such employee shall be required to do any work assigned to him during said period. Notifications by the City not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes, fire, flood, civil disorder or other conditions beyond the control of the City.

An employee specifically called back to work after leaving the plant premises following completion of his shift or called into work prior to the start of his shift, will receive a minimum of two (2) hours pay at time and one-half (1-1/2) his regular hourly rate, except in cases of labor disputes.

SECTION 12. At the discretion of the respective Department Head or their representative, an employee who is called in before his regular starting time shall be allowed, when the work schedule permits, to take one-half (½) hour to have breakfast.

SECTION 13. Errors in the assignment of overtime, if called to

the attention of the City within two (2) working days, shall be corrected by the assignment of the next available overtime to the employee who should have been assigned the overtime but for the error and in no event shall the City be liable for any back pay for errors committed in the administration of this provision. It is further understood that the City shall have the right to require employees to work overtime, if no employees in the group in question are desirous of working the overtime. The City shall post overtime paid in charge form, unless otherwise agreed.

SECTION 14. Each employee shall be at his/her designated work place ready for work at the designated starting time, after break and after lunch.

ARTICLE XVII - HEALTH AND SAFETY

SECTION 1. A Safety Committee of the Union and City representatives is hereby established. The parties of this agreement hold themselves mutually responsible for cooperative enforcement of safety rules and health regulations. A committee of no more than four (4) members (two Union and two City representatives) will meet at least quarterly, during regular work hours, for purposes of making safety recommendations to the Personnel Director. A special meeting may be called at any time by either the Union or City to discuss urgent matters of safety. If nor resolution is forthcoming, within a reasonable period of time, the Safety Committee will reconvene with the Personnel Director in attendance and discuss the issue(s). The Personnel Director shall have the authority to take the necessary action to resolve the same in cases in which there is no agreement of the committee. The decision of the Safety Committee and/or Personnel Director shall be binding on all parties involved.

SECTION 2. Grievances alleging a violation of this section which are of an immediate serious affect to the health and safety of an employee may be taken up by the employee with his immediate supervisor during working hours. If the matter cannot be satisfactorily resolved, the foreman shall contact the respective Department Head.

SECTION 3. Any employee involved in an accident shall immediately report said accident and physical injury sustained, in writing, on forms furnished by the Employer and shall list all available names and addresses of witnesses to any accidents.

Employee's operating motor vehicles and/or equipment shall be required prior to usage check the vehicle and/or equipment for any defects on a suitable form to their Foreman detailing any additional defects, accidents, and/or failures that occurred during their usage of said vehicle and/or equipment. Failure to comply with the above provisions shall subject said employee to disciplinary action.

ARTICLE XVIII - NO-STRIKE CLAUSE

SECTION 1. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, slowdown, curtailment of work, restriction or production, or interference of the services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of the City operations or picket the City because of a labor dispute arising out of this Agreement.

SECTION 2. The City shall have the right to discipline or discharge any employee participating in any violation of this Article in accordance with Article IX. In addition to the foregoing, and any other remedies available at law, the City shall have the right in any event of violation of this Article, to obtain injunctive relief.

SECTION 3. Section 1 shall not be construed as restricting the Union's right to take lawful action in connection with negotiations for future collective bargaining agreements.

SECTION 4. The City agrees there shall be no lockout during the term of this Agreement provided this provision shall not apply in the event of a violation of Section 1 above.

ARTICLE XIX - FOREMEN WORKING

DPW Foremen or supervisors shall continue to have the right to perform bargaining unit work as they assist and train employees and as they handle emergencies provided it is not the intent of this provision to have foremen perform bargaining unit work to avoid calling in a bargaining unit employee for overtime nor shall an employee be demoted or laid off and his work assigned to a foreman. While Recreation Department supervisors and/or non-bargaining unit personnel may continue to perform bargaining unit work, under normal circumstances supervisors will not perform bargaining unit work if it will result in the termination or layoff of employment of a seniority member of the bargaining unit.

ARTICLE XX - CONDITIONS OF EMPLOYMENT

In the event of a change in hours or conditions of employment in effect at the time of this Agreement which do not violate the terms of this Agreement, the parties agree the sole recourse for the Union or employees shall be to raise the matter within five (5) working days of the occurrence, as a grievance at Step 2 of the Grievance Procedure in accordance with said Step 2 alleging the

specific condition of employment to have been changed provided further said matter shall only be processed through Step 3 of the Grievance Procedure and not beyond except in cases involving changes of hours may be processed to the Council level but not to arbitration.

ARTICLE XXI - TEMPORARY EMPLOYEES

It is agreed and understood that the City shall continue to have the right to hire employees for temporary employment as defined by the Charter and Personnel Rules presently in effect and such employees shall not be subject to the terms and conditions of this Agreement.

ARTICLE XXII - GENERAL

SECTION 1. This Agreement constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Recognizing that the parties have negotiated a contract covering the wages, hours and conditions of employment of bargaining unit employees and desiring to avoid duplication of remedies and conflicting provisions between this agreement and the Personnel Rules, it is agreed that said terms and conditions of employment shall be as specified in the agreement and bargaining unit employees shall be exempt from the provisions of Rule 7 of the Personnel Rules provided said employees shall be subject to the provisions of the City Charter.

ARTICLE XXIII - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement each voluntarily and unqualified; waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement (even though such subject or matter may not have been within the knowledge and contemplation of either both of the parties at the time that they negotiated or signed this Agreement).

ARTICLE XXIV - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Further, the City and the Union agreed to meet to consider possible changes due to the deletion.

ARTICLE XXV - ECONOMIC PROVISIONS

SECTION 1. Wage Schedule.

The wage schedule, for all employees covered by this collective bargaining agreement, is attached as schedule (A).

All employees will be paid by check every two (2) weeks (bi-weekly) with a one-week hold back for payment of wages earned.

SECTION 2. Insurance. For the life of this Agreement, the City will continue to pay the premiums to provide Group Hospitalization Insurance and Group Life Insurance for each regular, full-time employee and his eligible dependents as presently in existence and summarized below:

A. For employees only:

- | | |
|--|----------|
| 1. Life Insurance | \$25,000 |
| 2. Accidental Death
& Dismemberment | \$25,000 |

Employees shall have the option to purchase an additional \$5,000 of Life Insurance at their expense by authorizing a payroll deduction.

B. Effective upon ratification and for the duration of this agreement, the City agrees to continue to provide the PPO Plan with a \$5 preferred prescription drug rider for those employees currently enrolled in the plan. For all other employees, the City agrees to provide a choice of BCBS CMM-100 plan or up to two (2) HMO's for eligible employees subject to the provisions set forth in this Article.

1. Employees who are enrolled in the City's health insurance plan(s) will be required to pay one (1%) percent of their base salary towards the cost of health insurance. Any such employee cost share

shall be paid by hereby authorizing a payroll deduction. The City will create an IRS Section 125 flexible spending account to enable employees to pay insurance co-pays with pre-tax dollars.

C. Regular, full-time seniority employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$120 per monthly billing period for any billing period during which Hospitalization Insurance was not provided for the employee by the City under the conditions herein set forth.

1. Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.

2. Said payment shall be for the twelve (12) billing periods immediately prior to December 1 of each year.

a. In the event an employee who is eligible for the City Health Insurance but elects not to take it because he/she is covered by another employer-paid group health insurance plan and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance forms within 30 days from loss of coverage.)

D. For the life of this Agreement, the City will pay the premiums to provide a Group Dental Plan for each regular, full-time employee with one or more years of service, and his eligible dependents who enroll in the Plan.

Effective the beginning of the month thirty (30) days following ratification, the City shall amend the Dental coverage to provide 100% of Class I benefits and 80% of Class II benefits (minor restorations, etc.) and increase the calendar year maximum from \$750 to \$1,000.

E. Eligible employees shall become automatically insured upon the first of the month (or beginning of the billing period in the case of Health Insurance) following

completion of their three (3) months of service, in the case of Life and Accidental Death and Dismemberment and Health Insurance, and after completion of one (1) year of service in the case of Dental Insurance, provided in the case of Health and Dental Insurance, the employee must pay the premiums for a period of one (1) month before the City is required to pay any premiums provided, further, that if away from work due to non-duty disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured upon return to active employment."

- F. The insurance coverage listed above shall be discontinued on the first of the month following the day the employee's services are terminated or the day he goes on a leave of absence or is laid off unless other arrangements are made.
- G. Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the City and the carriers. Any rebates or refunds or premiums shall accrue to the City. The City reserves the right to select the carriers, except in the case of health insurance where the City agrees to provide comparable coverage and to give the Union 30 days advance notice before any change in carrier is made. It is further agreed, the only liability assumed by the City under this Article is to pay the premiums as provided herein.
- H. For the life of this Agreement, employees retiring in accordance with and under the terms of the City of Wayne Retirement System, shall have their insurance premiums paid for by the City in accordance with the following chart:

After 25 years of seniority	100% of Premium
After 20 years of seniority, but less than 25	75% of Premium
After 15 years of seniority, but less than 20	50% of Premium
Less than 15 years	No Ins. Coverage

Provided, in the case of a duty disability retiree, the employee and their spouse, at the time of their retirement, will have 100% of the health insurance premium paid by the City. In the event a person retires and engages in other employment where health coverage comparable to that offered by the City is provided, the City's obligation to pay the premiums hereunder shall be suspended during the period of such other coverage. Further, employees eligible for Medicare, must apply for

and pay all applicable rates for Medicare Part A & B coverage when eligible.

For employees hired after November 1, 1985, the City's obligation shall be restricted to the cost of single subscriber health insurance in accordance with the aforementioned chart.

For the life of this agreement, for those retirees under the CMM-100 program, the City agrees to reimburse that portion paid by the retiree to satisfy the 20% front-end co-payment which is in excess of \$250.00 up to the \$1,000.00 stop loss, and the City will then reimburse that portion of the co-payment paid by the retiree over \$250.00, up to the \$1,000.00 stop loss. Reimbursement shall be on an annual basis within sixty days following the close of each calendar year. To be eligible for reimbursement, proof of having actually paid the applicable co-payment which is subject to verification must be submitted within 30 days following the end of the calendar year.

- I. Effective July 1, 1998, the City will reimburse employees and their eligible dependents (upon receiving proper receipts) up to \$150, every two years, for costs associated with eye examinations or the purchase of lens and/or frames.
- J. Employees will cooperate with the City to update information on covered dependents to ensure accuracy.

SECTION 3. Longevity. Effective, July 1, 1998 longevity pay shall be computed on the basis of Sixty (\$60.00) Dollars per year multiplied by the years of service and shall be paid the pay period following the employee's anniversary date of hire as an addition to the employee's regular check and shall commence when an employee has reached three years of service. There shall be no proration of longevity upon termination. Effective, July 1, 2000, longevity pay shall be computed on the basis of Seventy (\$70.00) Dollars per year of service.

SECTION 4. Annual Leave.

- A. Regular, full-time classified employees on the active payroll as of December 31 of each year shall earn vacation with pay to be taken in the next calendar year in accordance with the following schedule:

Length of Service On
December 31st

Days of Vacation in
Next Calendar Year

One year to three years	10 work days
Three Years to five years	13 work days
Five Years to seven years	15 work days
Seven years to fifteen years	20 work days
Fifteen years to twenty years	23 work days
Over 20 years	24 work days

Employees who have worked less than one year on December 31st shall be entitled to a prorated share of vacation in the next calendar year providing a probationary employee shall neither use or earn vacation (although he shall accrue vacation) until the completion of his probationary period.

- B. If an employee does not receive pay for twenty (20) or more work days in a vacation year, he shall not earn full vacation with pay, but shall receive a pro-rata vacation.
- C. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year, provided, however, if the employee has scheduled his vacation and his vacation is canceled by the City, and, it cannot be rescheduled within the vacation year, the employee will either receive pay in lieu of his vacation time off or he will be allowed to take his vacation in the next vacation year.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. Employees shall receive their regular rate in effect on the last working day prior to the beginning of their vacation, exclusive of any premiums. For the purpose of clarification, it is not the intention that this section would prevent an employee from receiving an increase in his hourly rate for reason of being on annual leave.
- F. If a recognized holiday should fall within a scheduled vacation period, the employee will receive an additional day of vacation.
- G. An employee must work his scheduled day prior to and his scheduled day following his vacation, or submit a physician's certificate of illness, for payment of said days.
- H. Vacation schedule preferences must be turned into the department office by April 1 of each year. For those who turn in the request by April, preference for vacation will be allocated on the basis of seniority. Those who apply after April 1, will be assigned vacations on the basis of first

come, first served. All vacations must be arranged and approved by supervision.

SECTION 5. Holiday and Personal Business Days.

- A. Regular, full-time employees shall be paid eight (8) hours pay at their regular straight time hourly rate, exclusive of any premiums during the term of this Agreement for the following holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day Before New Years Day
New Years Day
Martin Luther King Day
Good Friday
Memorial Day

providing they meet all of the following eligibility rules, unless otherwise provided herein.

- (1) The employee has seniority on the day of the holiday.
- (2) The employee works all regular scheduled hours on the day before the holiday and all regular scheduled hours on the work day after the holiday, provided, however, for the purposes of this Section, an employee shall be considered as having worked on any day in which he is off on approved leave and received his pay for that day from the City. In the case of an employee calling in sick on the scheduled workday before or the scheduled workday following the holiday, the employee must submit a proper doctor's statement in order to qualify for holiday pay.
- (3) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

- B. Personal Business Days. Effective July 1, 1981, regular, full-time seniority employees with one (1) or more years of seniority shall be granted three (3) personal business days per fiscal year as provided here. Regular full-time seniority employees hired prior to July 1, 1981, shall continue to be granted four (4) personal business days per fiscal year as provided herein.

1. Written application shall be made to the department

Superintendent within twenty-four (24) hours in advance, if possible.

2. Use of personal business days shall be subject to the approval of the Department Superintendent or his designated representative based on the needs of the department (work load, staffing, etc.) and the needs of the employee, provided, however, the department head's decision shall be subject to the Grievance Procedure, City Council as the final step.

SECTION 6. Clothing Allowance. For the duration of this Agreement, the City will continue to furnish uniforms at the rate of eleven changes. In addition, effective with the payment in the 1998-99 fiscal year, the City will provide \$500 a year for the purchase of foul weather gear for each full-time seniority employee with one or more years of service. Said allowance shall be paid in a lump sum prior to October 15 of each year. In the event of quit, layoff or termination after payment of the allowance in any fiscal year, the employee shall reimburse the City a prorata share of the clothing allowance not earned.

SECTION 7. Promotion Pay. When an employee is promoted to a higher paying job in the bargaining unit, the employee will be placed on the appropriate pay rate table at the pay rate step that is one step higher than their current rate of pay. They will then continue to progress in the normal manner through the pay rate steps until they have reached the maximum pay rate allowed in the classification.

SECTION 8. Commercial Drivers License (CDL). For the duration of this agreement the City requires as a condition of employment, a Commercial Drivers License. Failure to maintain (or obtain, if applicable) will result in reclassification to Laborer I.

The City will reimburse employees for the difference in cost between a normal operators license and a CDL.

In the event an employee has his/her CDL license suspended or in the event the employees CDL physical card expires, the employee shall notify the City in writing immediately. Failure to immediately supply such written notification shall result in a termination. The City shall reclassify the employee as a Laborer I, at the Laborer I rate of pay for up to sixty (60) days providing the employee has the ability to perform the available work subject to applicable law. If an employee is unable to perform the work, the employee will be suspended. Failure to reobtain the CDL license within sixty (60) days or a subsequent suspension of the CDL license shall result in termination. The City will make an attempt to notify the employee thirty (30) days prior to the scheduled physical card expiration date.

SECTION 9. Pension. Pensions shall be provided in accordance with the "Retirement System for the Employees of the City of Wayne" as contained in the City Charter. Effective, July 1, 1998, the multiplier will be 2.7% per year of service for the first 30 years of service and 1.0% for all years after 30. Effective, with retirements commencing on or after July 1, 1998, the yearly (10 years) retirement increase will be compounded. The military buy-back provision shall be in accordance with the applicable letter of understanding.

In computing annual pays for purposes of determining the "average final pay" under the Retirement System, the annual pay in any year shall be defined as the employee's base straight time salary, overtime, longevity pay, payment in lieu of insurance and in the final year of employment unused and/or accrued vacation pay.

SECTION 10. Certifications. Employees who obtain and maintain the following certifications shall receive a yearly bonus of \$50.00 for each certification held: Pesticide Application, Right of Way Application and each water distribution level (S1, S2, S3 and S4) held. It is understood, that other certifications may be considered for bonus payment based on their merit and with the approval of the Personnel Director. Said bonus shall be paid prior to October 15 of each year. In the event of quit, layoff or termination after payment of allowance in any fiscal year, the employee shall reimburse the City a prorata share of the certification bonus not earned.

ARTICLE XXVI - LEAVE PRIVILEGES

SECTION 1. Sick Leave. Effective the beginning of the week following ratification, sick leave with pay shall be earned by full-time seniority employees working 40 hours a week, at the rate of one (1) work day for each completed month of service. For purposes of this Section, an employee who works at least one day in the month (except an employee on disability leave) will be considered to have completed a month of service and qualify for a day of such leave. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or physical incapacity of the employee. A certificate from a reputable physician may be required as evidence of illness before compensation for the period of illness is allowed; provided, however, that upon notice of illness the department head may dispatch a physician approved by the City.

B. If the City determines that a regular, full-time classified seniority employee has suffered an accident during the performance of his regular duties resulting in temporary physical disability to the extent that he is unable to resume his duties, he shall be entitled to his regular compensation until sufficiently recovered to perform his regular duties,

provided that said period of convalescence shall not exceed twice the sick leave accumulation earned by said employee at the time of his accident, unless further payments are approved by the Personnel Board.

No employee will be entitled to Workers' Compensation insurance during periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation, Any workers' compensation insurance due to an employee shall be endorsed and paid to the City Treasurer and shall be credited to the proper funds of the City.

Employees injured on the job compensable under workers compensation shall, within one (1) work day following diagnosis of their injury or illness select one of the above options.

- C. Cash payment of sick leave accumulation upon termination due to retirement or resignation with 15 full years of service or death, payment of one week's salary for every eight days of accumulated sick leave.
- D. The City may require that employees submit to physical and medical tests and examinations by a City-appointed doctor when such tests are necessary to maintain employee health and safety, provided, however, that the City will pay the cost of such tests and examinations.
- E. The City may require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time for five (5) consecutive work days provided that the information requested is not made available to the City by the employee's doctor.

Notwithstanding the above, in any event after an employee has used six (6) occurrences of sick time in any fiscal year, (excluding absence due to fatigue time) an employee shall be required to present a valid doctor's statement for each subsequent illness or physical incapacity unless covered under the FMLA. Such doctor's statement must be turned in at the start of his/her shift upon the employee's return to work. To be a valid doctor's statement, the statement must include the date the employee was seen by the doctor, the diagnosis, the date the employee is released to return to work and a statement that the employee's illness prevented the employee from working the days in question.

SECTION 2. Funeral Leave. A full-time employee subject to this Agreement who shall suffer death in his/her immediate family shall be granted a leave of absence with pay at the daily straight time

rate for any regularly scheduled working days occurring between the date of death and the day following the funeral not to exceed three (3) working days. Immediate family shall be defined to mean and include spouse, employee's or spouses parents, step-parents, brother or step-brother, sister or step-sister, children or step-children, grandparents and grandchildren. The City may require written application for such leave as well as proof of the death, relationship to the deceased, and/or proof of attendance at the funeral before making any payment under this Article. If extra time is needed, additional day(s) may be granted at the discretion of the Department Head (i.e., vacation, personal and/or sick leave).

SECTION 3. Jury Duty. An employee with seniority who is called to and reports for jury duty shall be paid by the City for each day spent in performing jury duty if the employee otherwise would have been scheduled to work for the City and does not work and if the employee is paid by the court his regular straight time daily rate, provided, however, the daily jury duty fee paid by the Court shall be endorsed and paid to the City Treasurer and shall be credited to the proper funds of the City.

- B. In order to receive payment under this Article, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to any employee who, without being summoned, volunteers for jury duty.
- C. The City reserves the right to seek to get the employee excused from jury duty in order to work and the employee agrees to cooperate with the City in seeking to get excused if requested.

SECTION 4. Leaves of Absence Without Pay.

- A. A seniority employee at the discretion of the City may be granted a leave of absence without pay and fringe benefits for up to six (6) months upon the written approval of the City Manager or his designee. Such leave may be extended upon written approval of the City Manager or his designee, for good cause acceptable to the City. An employee seeking an extension of his leave shall file a written request at least two weeks in advance of the expiration of the leave. An employee who seeks and/or obtains employment while on leave of absence or violates the above paragraph, shall be automatically terminated.
- B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

- C. The City will grant medical leaves of absence for personal illness or injury without pay and fringe benefits to employees with (1) or more years seniority upon written request and presentation of medical proof of illness or injury. Said leave shall commence upon the exhaustion of paid sick and vacation leave. The City reserves the right to require the employee to take a physical examination(s) by a City appointed doctor at City expense periodically. An employee returning from sick leave will be returned to a position in line with his seniority providing he is able to fully perform the available work and he has been released to go to work by the City appointed doctor. A medical leave of absence shall not exceed the length of the employee's seniority at the time of the leave, or three (3) years, whichever is less.
- D. All leaves shall be in writing signed by the City Manager or his designee and the employee. Employees on leave must report for work not later than the first work day following the expiration of their leave.
- E. An employee who is elected to a full-time Union position shall be granted a leave of absence for one (1) year in the first instance without pay or fringe benefits, not to exceed two (2) weeks in the second instance without pay, provided no more than one employee is on each such leave at any one time and provided written application certifying the position appointed to and the duration of the leave is submitted by the Union at least 15 days prior to the requested effective date. The leave for a Union position shall be extended for additional period of one (1) year upon written request. Seniority shall accumulate during said leave. Upon return from said leave, the employee will be returned to a position in line with his seniority. In the event one member of the bargaining unit is elected a delegate to the bi-annual International Union convention said employee shall, with proper notice, be granted a leave of absence and shall suffer no loss of pay for up to three days.

SECTION 5. Union Business. The Wayne Chapter shall have available a total of forty (40) hours without pay per fiscal year (non-accumulative) to conduct local Union business. Such time shall be limited to use by the Chief Steward or Union Officer (President or Vice President) and must be approved by the DPW Director. Written request must be submitted at least one (1) week in advance if possible, but in no case less than three (3) work days in advance. Use of this time shall not be permitted if it will result in overtime or conflict with scheduled vacation or personal time.

SECTION 6. Residency. All employees hired on or after January 1, 1999, shall as a condition of employment, be residents within the following geographical area upon completion of their probationary

period and until they have completed fifteen years of seniority: West of Beach Daly Rd.; South of Joy Rd.; East of Canton Center/Bellville Roads and North of Goddard/I-94. In the event the employee has failed to move into the residency area upon completion of their probationary period, said probationary period shall be automatically extended for a period of up to four (4) additional months for the sole purpose of allowing the employee additional time to comply with the residency requirement. If the employee still fails to comply with said residency requirement their employment shall be terminated.

ARTICLE XXVII - DURATION OF AGREEMENT

SECTION 1. The provisions of this Agreement shall be effective as of September 13, 1998, and shall continue and remain in full force and effect, to and including, June 30, 2001. This Agreement shall continue in effect for successive yearly periods after June 30, 2001, unless notice is given in writing to the other party on or before April 1, 2001, or any anniversary date thereafter, of its desire to terminate, modify, alter, renegotiate, change or amend this Agreement or any combination thereof. Any notice of desire to terminate, modify, alter, renegotiate, change or amend this Agreement or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party shall have been disposed of by agreement or by withdrawal of the party proposing amendment.

SECTION 2. If any negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION 3. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representative the day and year first above written.

It is understood, that in addition to the aforementioned contract revisions, any other revisions which have been mutually agreed to by the City and Union bargaining teams shall be part of the CBA.

CITY OF WAYNE

METROPOLITAN COUNCIL NO. 25
AFSCME, AFL-CIO, LOCAL #290
Wayne City Chapter

By: Robert C. English
Robert C. English
Personnel Director

By: Richard Lawrence
Richard Lawrence

Kenneth A. Warfield
Kenneth A. Warfield
Mayor

Duane A. Conklin
Duane A. Conklin

Doris A. Nall
Doris A. Nall
City Clerk

James D. Henn
James D. Henn

LETTER OF UNDERSTANDING

This letter shall serve to confirm the understanding between the City of Wayne and AFSCME, Local 290, Wayne Chapter, in regards to the military service credit purchase procedures.

The DPW collective bargaining agreement includes a provision that allows all employees in the bargaining unit the opportunity to buyback or purchase up to three years of military service credits. The military service credit shall be applied to the minimum age (55) of retirement requirement and can not be applied towards the years of service requirement (10). The following procedures should be followed by those members of your bargaining unit who are interested and qualify for this provision.

- 1) Applications for military service credits must be received in the Personnel Department, during the applicable 90-day period which begins the day following completion of 10 years of service.
- 2) Eligible employees may claim up to three years of continuous military service.
- 3) Eligible employees must submit to the Personnel Department a copy of their DD-214 or other authorized military discharge papers.
- 4) Only honorably separated veterans of active duty military service in the armed forces of the United States may purchase military service credit.
- 5) Credit for military service will not effect determination of final average compensation which shall continue to be computed on the basis of service actually rendered to the City.
- 6) Credit for military service will constitute service for qualifying for retirement years only. Military service credit will not be used for determination of longevity pay, vacation pay or seniority etc. However, it is agreed that any member of the bargaining unit that purchased military time under the 1992-95 Agreement will have such time credited against the years of service requirement in Article XXV, Section 2, Paragraph H.
- 7) To qualify for military service credit, in addition to the employee's regular contribution to the retirement system, the eligible employee must either:
 - (a) must make a one time lump sum payment into the retirement system an amount equal to 7 percent of the employee's

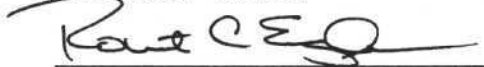
salary (i.e. current base pay plus longevity and holiday payments) multiplied by the years of service applied for, or

- (b) make payments, through bi-weekly payroll deductions, equal to the amount calculated as described above for a lump-sum payment, plus "interest" of 7.5%. It is understood that the time period for completion of the said payments will not exceed the amount of military service time purchased (i.e., 1 year credit, 52 bi-weekly deductions, etc.), however, the employee will be allowed to accelerate the payments if they choose.

(For purposes of this provision, current base pay is as of time of application).

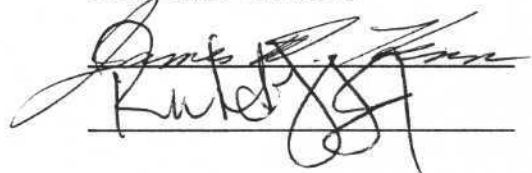
- 8) Only service credits actually purchased and for which payment has been made will apply toward reduction of the minimum retirement age.
- 9) Copies of approved applications shall be forwarded to the City Clerk and Finance Director. The Finance Department will calculate the amount owed upon receiving the approved application.

FOR THE CITY:



Date

FOR THE UNION:



Date

LETTER OF UNDERSTANDING

December 14, 1998

AFSCME Council 25 and
Local 290

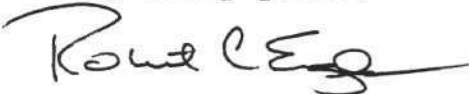
Gentlemen:

The following shall serve to confirm our understanding on the subject of JTPA personnel. In the event a JTPA Program or government program comparable to JTPA is instituted, the following shall apply:

While it is agreed that JTPA (or such similar) persons are not covered by the terms and conditions of this Agreement, the City agrees that no JTPA (or such similar) person shall perform the work normally performed by a member of the bargaining unit if said member of the bargaining unit is laid off. It is further agreed that, in any event, the employment of such persons shall be subject to, and conform with, all applicable program regulations.

Please sign this letter and return it for our files.

Very truly yours,



Robert C. English
Personnel Director

Accepted this 16th day of December, 1998



LETTER OF UNDERSTANDING

OVERTIME

1. The following shall serve to confirm our understanding arrived at during the 1995 negotiations on the subject of overtime occurring after the end of a shift.

The DPW Department will provide an overtime Board for those who are available for after hours overtime.

When it is necessary to call-in an employee for overtime, the City will call the person(s) on the Board with the lowest overtime in the classification in question.

The daily overtime Board will be established by 2:30 p.m. each day with Friday's Board being applicable for Friday-Sunday of that workweek.

2. The above overtime board will not be used for carry-over overtime. Each employee of the department shall be obligated to complete the job they are working on if it is not completed during the normally scheduled workday. The City agrees to excuse an employee who notifies their immediate supervisor that they are unable to work the carry-over overtime assignment if another employee on the same shift is willing to work the assignment. An employee will only be allowed six (6) excused refusals in each six month rolling period, however. Thereafter, disciplinary action shall be taken. It is agreed that those employees who are participating in the Tuition Reimbursement Program will not have a refusal counted if they are scheduled to attend school on the day.
3. The City is notifying the Union through these negotiations that the past practice of placing more than one phone call to an employee requesting that they return to work due to an overtime situation is discontinued.
4. If in the discretion of the City, the above overtime procedures fails in its attempts to secure an available workforce to meet the needs of the City, the City shall invoke all applicable rights under Article III, including the right to assign the overtime to other City personnel, and/or outside contractors, and the Sixty (60) day notification required in Article XV, shall be reduced to thirty (30) days notification.
5. The City shall have the discretion to allow new hires and probationary employees to place their names on the overtime board and to work any carry-over overtime.

JP
DR
IS
EA
AK
DC

Family and Medical Leave Act

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave may be granted if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition."
4. The employee is unable to perform the essential job functions because of a "serious health condition."

All requests for FMLA must be approved by the Department Head and Personnel Director and be submitted on forms which are available in the Personnel Department.

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave.

During personal leaves that are FMLA qualifying leaves, medical and dental insurance benefits will be continued on the same terms and conditions as prior to the leave.

The City may recover the health insurance premiums paid while an employee was on unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other

LETTER OF UNDERSTANDING

April 22, 1986
Retyped March 8, 1989

AFSCME Council 25 and
Local 290

Good

Gentlemen:

The following shall serve to confirm our understanding arrived at during the recent negotiations.

If a Laborer II has been called in to work to salt the roads and he has been salting for at least an hour when it becomes necessary to begin plowing snow, the City may use the Laborer II to plow snow with the maintainer (underbody scraper) rather than calling in a Laborer IV.

Please sign this letter and return it to me for our files.

Very truly yours,

Thomas G. Daily
City Manager

Accepted this _____ day of _____, 1989.

*LS
JWC
DC*

circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave is to be restored to the position he/she left, or to an equivalent position.

An employee requesting a FMLA leave must exhaust all his/her sick, earned vacation and personal days (if any) prior to going on unpaid FMLA leave.

An employee who seeks and/or obtains employment, or performs work for another employer, or is self-employed, while on leave of absence shall be automatically terminated effective the date the leave started.

PAY GRADE - AFSCME-DPW (Hired prior to July 1, 1998)

LETTER CODE A

	A	B	C	D	E
7-1-98					
01 Labor I B & G I	10.232	11.053	11.762	12.800	13.696
Eff. 7-1-99	10.488	11.329	12.056	13.120	14.038
Eff. 7-1-00	10.750	11.612	12.357	13.448	14.389
02 Labor II B & G II	12.051	13.017	13.851	15.077	16.132
Eff. 7-1-99	12.352	13.342	14.197	15.454	16.535
Eff. 7-1-00	12.661	13.676	14.552	15.840	16.948
03 Labor IV	14.190	14.344	14.579	15.861	16.970
Eff. 7-1-99	14.545	14.703	14.943	16.258	17.394
Eff. 7-1-00	14.909	15.071	15.317	16.664	17.829
04 Mechanic I	13.868	14.190	14.579	15.861	16.970
Eff. 7-1-99	14.215	14.545	14.943	16.258	17.394
Eff. 7-1-00	14.570	14.909	15.317	16.664	17.829

a:paydpw.98

PAY GRADE - AFSCME - (Hired after July 1, 1998)

LETTER CODE A

	A	B	C	D	E	F	G	4
98								
01 Labor I B & G I	9.587	10.272	10.957	11.642	12.326	13.011	13.696	
Eff. 7-1-99	9.827	10.529	11.231	11.933	12.634	13.336	14.038	
Eff. 7-1-00	10.073	10.792	11.512	12.231	12.950	13.669	14.389	
02 Laborer II B & G II	11.292	12.099	12.906	13.712	14.519	15.325	16.132	
Eff. 7-1-99	11.574	12.401	13.229	14.055	14.882	15.708	16.535	
Eff. 7-1-00	11.863	12.711	13.560	14.406	15.254	16.101	16.948	
03 Laborer IV 04 Mechanic I	11.879	12.728	13.576	14.425	15.273	16.122	16.970	
Eff. 7-1-99	12.176	13.046	13.915	14.786	15.655	16.525	17.394	
Eff. 7-1-00	12.480	13.372	14.263	15.156	16.046	16.938	17.829	

Note: Wages for employees hired after July 1, 1998 are based on a Five Years pay scale as follows: Start (70%), 6 month (75%), 1 Year (80%), 2 Year (85%), 3 Year (90%), 4 Year (95%) and 5 Year (100%) of top rate.