

1088

6/30/2001

AGREEMENT
BETWEEN
THE CITY OF HAZEL PARK
AND
TEAMSTERS UNION
STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Hazel Park, City of

Effective July 1, 1996 through June 30, 2001

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement	4
1	Recognition, Agency Shop and Dues	4
2	Seniority	5
3	Job Bidding	6
4	Discharge and Loss of Seniority	7
5	Steward	7
6	Administrative Responsibilities	8
7	Joint Responsibilities	9
8	Temporary Assignments	10
9	Hours of Work	10
10	Coffee Breaks and Clean Up Time	11
11	Uniforms and Gloves	11
12	Safety and Health	13
13	Grievance Procedure	13
14	Vacation Program	16
15	Disability Insurance - Sick Leave	17
16	Funeral Leave	19
17	Leave Without Pay	20
18	Educational Leave	20
19	Jury Duty, National Guard and Armed Services Induction	20
20	Personal Leave	21
21	Worker's Compensation	21

TABLE OF CONTENTS (Continued)

22	Hospitalization	22
23	Dental Coverage	23
24	Optical Coverage	24
25	Life Insurance	25
26	Compensation	25
27	Wage Rate	25
28	Overtime	27
29	Shift Differential	28
30	Holidays	28
31	Residency	28
32	Longevity Pay	29
33	1968 Retirement Plan Modification	29
34	Effect of Ordinance #25	30
35	Work Security	30
36	Option to Modify Health Plans	31
37	Work Requirements and Training	31
38	Term of Agreement	32
39	Signatures to Agreement	33
40	Return to Work Program	34

AGREEMENT

THIS AGREEMENT, entered into this 14th day of July, 1997, by and between the CITY OF HAZEL PARK, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, located in Detroit, Michigan, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the "Union".

WHEREAS, the general purpose and intent of this 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.

WHEREAS, the parties recognize that the interests of the public are vital 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 means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and of promoting and improving peaceful municipal and economic relations between the parties.

ARTICLE ONE RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment as provided for in this Agreement for all employees performing work within the classifications contained in this Agreement.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

Section 3. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligations to the extent that s/he receives 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 of the Union.

Section 4. In accordance with the policies set forth above, employees in the bargaining unit, in lieu of becoming members of the Union, shall pay to the Union, shall pay to the union each month their proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation as established by the union. For regular employees, such payments shall commence on the completion of the thirty-first (31st) day worked by such employee or the 31st day following the execution of this Agreement,

whichever is the later. For future employees, such payments shall commence upon the completion of their probationary period of the 31st day following the execution of this Agreement, whichever is the later.

Section 5. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than fifteen (15) days in arrears in payment of membership dues.

Section 6. Notwithstanding the above, in the event the Employer terminates an employee under this Article at the demand of the Union, the Union shall hold the City harmless against any complaints or damages which may result therefrom.

Section 7. Each newly hired employee shall be a probationary employee for the first six (6) months of employment. The employer, at its sole discretion, may extend this probation for an additional six (6) month period. The Union will be notified of any extension of probation. When an employee completes his/her probationary period, s/he shall qualify for membership in the Union and not before. Probationary employees may be laid off or terminated at the discretion of the City without recourse to the Grievance Procedure.

Section 8. During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee, all dues and/or initiation fees of the Union levied in accordance with its Constitution and By Laws; provided however, that the Union present to the Employer, authorizations signed by such employee, allowing such deductions and payments to the Union.

Section 9. The amounts of the initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

ARTICLE TWO SENIORITY

Section 1. Seniority of employees shall be bargaining unit seniority and an up-to-date seniority list shall be posted and a copy supplied to the Stewards.

Section 2. A new employee, after completing his/her six (6) month probation will be placed on his/her seniority list as of the first day of his/her employment in the bargaining unit. In addition, s/he will also be placed on a City-wide seniority list. When two or more employees enter the DPW on the same date, the individual who has more City-wide seniority will have more seniority. If none of the employees has City-wide seniority or two or more do not, the employee with first letter of his last name will determine who has the most seniority. (Example: If two employees enter the DPW on the same date, and one is named Bennet and the other is named Morgan, then the employee with the name Bennett shall have more seniority.)

Section 3. When there is a reduction of the work force, the following procedure shall govern

in making layoffs:

- a. A thirty (30) day notice prior to layoff will be given, but in no event will an employee be laid off on less than fifteen (15) days prior notice.
- b. All seasonal and temporary employees shall be laid off first, in any order.
- c. Probationary employees shall be laid off next, in any order.
- d. If additional layoffs are necessary, the employees shall be retained in the order of their bargaining unit seniority to the extent that proper ability and efficiency on the part of the individual to perform his/her duties make such methods of layoff practical.

Section 4. In the event of an emergency beyond the control of the City; i.e. acts of God such as flood, fire, storm, or power failure, where the resulting situation warrants, the City shall have the right to make temporary adjustments of force not to exceed five (5) days without regard to seniority. If the emergency exceeds five (5) days, the work force shall be adjusted according to the layoff procedure as described.

Section 5. Employees on the seniority list when recalled to work from a layoff shall be given three (3) working days advance notice in which to report to work. Recalls shall be made by certified mail.

Section 6. After a layoff, employees shall be called back to work according to seniority as long as they are able to perform the required work with normal instruction and supervision.

Section 7. If any employee fails to report within three (3) working days after being notified as outlined in Section 5 above, s/he will be considered as having voluntarily quit.

Section 8. Employees shall notify the City of the proper post office address or change of address and receive receipt for same. The City shall be entitled to rely upon the address shown upon its records for all purposes.

Section 9. Employees shall be entitled to shift preference in accordance with their seniority.

Section 10. The City will allow members promoted to Crew Leader to keep their seniority status in the bargaining unit until they are taken off probation in their new position.

ARTICLE THREE JOB BIDDING

Section 1. A vacancy shall be defined as an existing position which becomes vacated, or a newly-created position within the bargaining unit. Such vacancy shall be given to the bargaining

unit within sixty (60) days of the occurrence of such vacancy. However, such notification will not in any way restrict the City in the exercise of its managerial options.

Section 2. The City agrees to post vacancies in existing job classifications and new job classifications within the DPW unit for a period of three (3) working days. Such vacancy will be filled or notice of the City's decision not to fill the vacancy will be given to the bargaining unit within thirty (30) days of the close of the posting period.

Section 3. This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available from within the City departments.

ARTICLE FOUR DISCHARGE AND LOSS OF SENIORITY

Section 1. An employee shall be removed from the payroll and lose seniority for the following reasons when:

- a. S/he quits.
- b. S/he is discharged for just cause, unless reversed through the Grievance Procedure.
- c. S/he is absent from work for three (3) consecutive working days without notifying the Employer of such absence unless the employee presents a certificate from a physician proving that it was a physical impossibility to so notify the Employer.
- d. S/he fails to return to work after a layoff within three (3) days after delivery of a certified letter to his/her last known address from the Employer unless the said employee's failure to report is caused by sickness or accident and the City is notified of this condition.

Section 2. All existing work rules and regulations including those outlined in the Charter, as amended, and the present Administrative Rules and Regulations, including all sections which are not in conflict with this Agreement, are hereby incorporated by reference and a booklet containing all pertinent information from the above shall be furnished all employees in the bargaining unit.

Section 3. In the event a departure from existing work rules and regulations is suggested by either party, the parties shall meet within a reasonable time to confer about the practicability and desirability of implementing such change. The Employer reserves the right to make said changes not expressly in conflict with any of the provisions of this Agreement.

ARTICLE FIVE STEWARD

The Employer recognizes the right of the Union to designate Job Steward and Alternate from the Employer's seniority list. The authority of the Job Steward and Alternate so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities:

Section 1. The investigation and presentation of grievances with the provisions of the Collective Bargaining Agreement.

Section 2. The collection of dues when authorized by appropriate Local Union action.

Section 3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

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

Section 4. Job Steward and Alternate do not have the authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Job Steward and his/her Alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Steward shall be permitted reasonable time to investigate, present, and process grievances on the company property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime, if within the regular schedule of the Steward.

Section 5. The Steward shall be granted super seniority for the purpose of job preference; however, only one (1) Steward shall have super seniority for such purposes.

ARTICLE SIX ADMINISTRATIVE RESPONSIBILITIES

Section 1. It is recognized that the administration of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized prominent among which, but by no means wholly inclusive are: The rights to decide the number and location of garages, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and equipment, tools, methods, schedules of work, together with the selection of materials and the right to purchase services of others, contract or otherwise.

Section 2. It is further recognized that the responsibility of the administration for the selection and the direction of the working forces, including the right of hire, suspend or discharge or assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested in the City, except as provided otherwise by this Agreement.

Section 3. The Union and the Employer have discussed a number of matters and bargained several effects which pertain to the economic security of the employees, stabilization of employment and the operating efficiency of unit employees. Subcontracting work which is performed by bargaining unit employees is one of the matters. Accordingly, the Employer agrees that it will not engage in the subcontracting of unit work or services presently performed by unit employees so long as said subcontracting would cause a loss of jobs of said unit employees, except and unless said subcontracting is for good reason as determined by the City Manager.

Section 4. The DPW will consist of two units:

- a. Parks and DPW
- b. Water and Sewer

ARTICLE SEVEN JOINT RESPONSIBILITIES

Section 1. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, or slowdown, at any location or on property of the City or any curtailment of work or restriction of production or interference with the operations of the City, during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement.

Section 2. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and they shall instruct all such persons to immediately cease the offending conduct.

Section 3. The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 4. There shall be no discrimination against any employee because of his/her membership in the Union, or because of his/her acting as an officer or any other capacity on behalf of the Union.

Section 5. The City and the Union shall not discriminate against any employee because of his/her age, sex, race, nationality, handicap, religious or political beliefs, or for Union activity.

ARTICLE EIGHT TEMPORARY ASSIGNMENTS

Section 1. Whenever it becomes necessary to promote a Light Equipment Operator from the Teamster's Bargaining Unit to the temporary position of Crew Leader, the following procedure will be implemented:

- a. The Director of Public Works will make a decision as to whether or not a temporary Crew Leader is needed. The decision to promote will be based on the length of time and the type of work projects being performed at the time. A request will be submitted to the City Manager for final approval.
- b. Once the decision to promote has been finalized, a selection will be made from a list of Light Equipment Operator's names. The list will consist of Teamsters who have signed a consent form requesting consideration for the temporary promotion to Crew Leader. Employees must have a good attendance record as well as a good work record in order to be considered for the temporary promotion.
- c. Employees' names will be rotated once they have served as temporary Crew Leader. The first selection will be made according to seniority and each name thereafter will be rotated accordingly.
- d. Whenever an employee is selected from the list he/she will serve as temporary Crew Leader for the entire duration while the regular Crew Leader is absent. Once an employee has completed his/her tenure that person's name will be placed at the bottom of the list and the next senior employee will become eligible.
- e. Whenever the temporary Crew Leader's position is filled, the employee filling that position will receive a 5% pay increase for that period.

ARTICLE NINE HOURS OF WORK

Section 1. The standard work day shall not be more than eight (8) hours.

Section 2. The standard work week shall not be more than five (5) days beginning on Monday and ending on Friday.

Section 3. Employees shall be paid time and one-half (1/2) for all work in excess of eight (8) hours in one (1) day.

Section 4. The lunch period each work day will be one-half (1/2) hour.

Section 5. Whenever an employee has been scheduled or notified to report for work, and is

sent home due to no fault of his/her own, s/he shall receive three (3) hours pay or be provided with some type of work of a reasonable, similar nature for three (3) hours.

Section 6. Employees are expected to be regular in their attendance, and to observe the working hours established by the City.

Section 7. Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the leave regulations under which the time off is to be taken.

Section 8. If, for some reason, the employee is unable to report for work at the established time set by the City for his/her particular shift to begin, the Supervisor in charge should be notified at least fifteen (15) minutes before starting time unless physically impossible.

Section 9. Work hours for DPW employees shall be:

Year round: 7:00 a.m. - 3:00 p.m.

Lunch: 11:30 a.m. - Noon

Water Dept.: One man will be required to work from 8:30 a.m. to 5:00 p.m. one (1) Monday per month on a rotating basis, but will receive a one-half (1/2) hour lunch period.

Section 10. Comp Time (time off in lieu of overtime pay may be utilized at employee's option, but time must be taken within a three (3) month period. This section shall be governed by the Fair Labor Standards Act. Employees wishing to use comp time must designate it to the Crew Leader when overtime is required that same day, and must be used within three (3) months. If not utilized within 3 months the time will be lost, unless advance written approval for an extension is received from the DPW Director.

ARTICLE TEN COFFEE BREAKS AND CLEAN UP TIME

Section 1. There shall be two (2) five (5) minute wash-up breaks allowed the employee, one at lunch and one at quitting time.

Section 2. All employees shall receive one (1) twenty (20) minute coffee break during the morning hours. It is understood that coffee breaks will not exceed the allotted time. Allotted time includes all travel and clean up time.

ARTICLE ELEVEN UNIFORMS AND GLOVES

Section 1. A uniform allowance/allotment will be in effect.

1. The Employer will furnish uniforms from a uniform service who will launder and deliver the uniforms on a regular basis.
2. The City will reimburse each member up to \$50.00 per year for the purchase of work boots. An employee may purchase more expensive boots, at which the City will reimburse \$50.00 per year until the total cost is recovered by the employee. The employee is responsible for presenting a receipt to the DPW Director each fiscal year. The DPW Director will note on the receipt that this is a multi-year reimbursement and document which fiscal year this \$50.00 reimbursement is for. Under no circumstance will this allotment exceed the actual cost of the boots.
3. All employees must start each day with a clean, fresh uniform.
4. The Employer will furnish two hats (one summer and one winter) per year. No additional hats will be supplied. It will be Employee's option to wear a hat, but if worn, must be a hat designated as "Hazel Park" and approved by the DPW Director.
5. Employee will have an allotment of \$228.00 per employee per fiscal year. This allotment will not be paid in cash, but will be held by the City and used to pay for articles of clothing as requested by the Union.
 - a. Allotment will be used at the employee's discretion as to what articles of clothing he/she wishes to purchase each year. Written approval of the DPW Director will be required before purchasing. The DPW Director will maintain a list of employees and what portion of their annual allotment has been exhausted and what is still available to be used.
 - b. All purchases must be the same make, style and color. All outer articles of clothing (including, but not limited to items listed in number 4 below) must designate "City of Hazel Park" or "Hazel Park" and the lettering must be the same style, color and size.
 - c. This allotment can be used for:
 1. Shorts - no cut offs, must be hemmed
 2. Jackets
 3. Sweatshirts
 4. Other articles as approved in writing by the DPW Director
 - d. Employees will be responsible for all repairs, mends and replacements to articles of clothing, except for items provided under the uniform service. These repairs/ replacements must be paid from the \$228 allotment or, if exhausted, at the

employee's own expense. Under no circumstance will the City be liable to pay more than the \$228 annual allotment.

Section 2. The City will provide work gloves for all employees who have a need for gloves in performing their work assignment. Only one (1) pair of gloves will be issued per employee at one time. When gloves need to be replaced, the old pair must be returned before a new pair will be issued. In addition, one (1) pair of leather gloves will be issued in each year of this Agreement.

Section 3. Uniforms are not optional and must be worn at all times during working hours.

Section 4. A joint Union-Management Committee will be created for the purpose of studying uniform requirements, specifications, suppliers and making recommendations regarding same.

ARTICLE TWELVE SAFETY AND HEALTH

Section 1. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment. The Union of the employees will cooperate with the City in encouraging the employees to observe safety and health regulations and to work in a safe manner at all times. The City's Safety Committee, which is a permanent part of the City's Committee structure, will be continued and will have an employee representative from this bargaining unit. Minutes of the meetings of this Committee will be prepared and a copy thereof furnished to the Local Union President and all participants.

Section 2. Safety regulations and equipment are intended to benefit both the employee and the City and must be observed and/or worn at all times.

Section 3. Any protest by an employee regarding the conditions and operational safety of City equipment shall be made in writing and submitted to the Supervisor. All orders to operate equipment which have been protested as unsafe shall be in writing and signed by the Supervisor making such order. A written agenda including all protests of equipment and other safety problems will be presented to the Safety Committee for consideration and resolution.

ARTICLE THIRTEEN GRIEVANCE PROCEDURE

Section 1. Should a difference arise between the City and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure set forth below:

STEP ONE: Any employee having a grievance shall advise the foreman of the nature of the grievance and shall discuss it with the foreman. The Union Steward may be requested to participate in the discussion with the foreman. If not settled within the shift, it shall

be reduced to writing and presented to the Department Supervisor. Any grievance not submitted within ten (10) working days of its occurrence shall be considered automatically closed.

STEP TWO: The written grievance shall be discussed between the Steward of the Union and the Department Superintendent or the designated Supervisor. The applicable supervisor shall give his/her written decision within five (5) working days (excluding Saturdays, Sundays, and Holidays) of receipt of written grievance.

STEP THREE: In the event the grievance is not settled in Step 2, it shall be submitted to the City Manager. The decision of the City Manager shall be given in writing within ten (10) working days (excluding Saturdays, Sundays, and Holidays) after receipt of the grievance.

STEP FOUR: In the event the Union is not satisfied with the decision of Step 3, the Union may, within five days after the decision in Step 3, request in writing to the City Manager, that the grievance be submitted to the Appeal Board. Failure to make such request within ten working days shall result in the grievance being automatically closed on the basis of the last decision.

The Appeal Board shall consist of the City Manager and one representative appointed by him, and two (2) representatives of the Union. The Appeal Board shall hold a meeting within fifteen (15) working days and shall carefully investigate the facts and discuss them in an effort to resolve the grievance or grievances before the Appeal Board. In the event the parties are unable to resolve the matter, it may be referred to an impartial arbitrator as hereinafter provided. The Employer or the Union may call any witness (the employee or witnesses who may have information or knowledge of any fact relating to the grievance) before the Board.

If requested by the Union, they shall be allowed time to submit the grievance to the Union Grievance Panel for review of the dispute if it has not been resolved to the Union's satisfaction by the decision of the Appeal Board. The decision of the Union's Grievance Panel will only be used as an internal review/decision of the issue/grievance by the Union and shall not be binding or submitted as evidence if either of the parties file for arbitration.

In the event arbitration is requested in accordance with the preceding paragraph, the parties shall request Federal Mediation and Conciliation Service to submit to them, a panel of arbitrators in accordance with its rules and procedures. The impartial Arbitrator shall be selected from said panel or subsequent panels as may be requested by the parties. The decision of the impartial Arbitrator shall be final and binding on all parties. The Arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern him/herself with the interpretation and application of the terms of this Agreement. The expense of such impartial Arbitrator shall be paid by the loser of the arbitration.

Section 2. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped.

Section 3. The Steward of the Union shall be paid for time lost during working hours in attending grievance meetings with City representatives. S/he will be permitted to leave his/her job, upon request, and after receiving approval by his/her foreman, s/he shall report to his/her foreman upon completion of his/her investigation and if s/he goes into the Department of another foreman, s/he must first notify such foreman of his/her presence. This right to receive pay for time lost shall not be abused. The City so will furnish cards for the maintenance of records of the time spent hereunder. An employee having a grievance shall first gain permission of his/her foreman before leaving his/her job to contact the Union Steward. The Alternate shall be allowed time off with pay to attend Appeal Board meetings and arbitration hearings.

Section 4. Any complaints involving discharge or disciplinary action must be filed in writing within three (3) working days, (excluding Saturdays, Sundays and Holidays) and the City Manager shall render a decision within three (3) working days, (excluding Saturdays, Sundays and Holidays) of its receipt.

Section 5. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties or as may be determined by the Appeal Board as the case may be.

Section 6. No claim for back wages shall exceed the amount of wages the employee should otherwise have earned at his/her regular rate, less any compensation s/he may have received from any source of employment during the period in question.

Section 7. Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided.

Section 8. The compensation to such employee shall be equal to his/her rate of pay times the hours lost during such substitution, provided time loss shall not start sooner than after notification to the City that such substitution exists.

Section 9. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons thereafter shall be in writing.

Section 10. An agreement reached between the administration and the bargaining committee is binding on all workers affected and cannot be changed by any individual.

Section 11. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed to between the bargaining committee and administration.

Section 12. Authorized non-employee representatives, upon reasonable request of the City Manager, shall be granted permission to enter any areas of the City operation for the purpose of adjusting grievances with the designated supervisor.

**ARTICLE FOURTEEN
VACATION PROGRAM**

Section 1. Vacation is not intended as a bonus. It is granted for the purpose of allowing the employee to leave his/her duties for rest and relaxation in order that s/he may serve the City more efficiently throughout the balance of the year.

Section 2. Each regular full time employee shall be allowed a vacation with normal pay, subject to the following regulations:

- a. One (1) full continuous year or service shall be required before any vacation is granted. Nine (9) months or 1,600 hours of service in any prior fiscal year shall be deemed to constitute one (1) year of continuous service. Thereafter, vacation time shall be accumulated on a monthly pro-rated basis. Vacation time will not be accumulated while an employee is on Worker's Compensation. Vacation may be granted in advance of being earned in any one (1) fiscal year by approval of the City Manager. If such advance vacation is granted and subsequent thereto, the employee terminates City employment, any unearned vacation shall be automatically deducted from the employee's last pay.
- b. Employees with less than five (5) years of consecutive service shall receive a vacation of ten (10) working days.
- c. Employees with more than five (5) years of consecutive service shall be granted one (1) additional vacation day for each year in excess of the five (5), i.e. they shall receive vacations on the basis of the following schedule:

5 years	-	12 days
6 years	-	13 days
7 years	-	14 days
8 years	-	15 days
9 years	-	16 days
10 years	-	17 days
11 years	-	18 days
12 years	-	19 days
13 years	-	20 days
14 years	-	21 days
15 years	-	22 days
16 years	-	23 days
17 years	-	24 days

18 and over - 25 days

- d. Vacation time, vacation/sick time and accumulated time can be accumulated for two (2) calendar years, if approved in advance by the City Manager. In no case shall it be accumulated for more than two (2) calendar years.
- e. A vacation schedule for employees in all departments shall be developed by the Department Head, keeping in mind the desires of the employees. It shall be the policy of each Department Head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to hiring additional help.
- f. Employees shall submit their vacation request to the Department Head before February 1st of each year and a vacation schedule shall be posted by March 1st of each year.
- g. All vacation pay will be figured on a normal day rate.
- h. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation shall be rescheduled.

Section 3. Working foremen at the DPW will not have the right to bump Teamster's employees on the vacation schedule.

Section 4. At the DPW, three (3) men will be allowed on vacation anytime during the year with possibly four (4) at the discretion of the Director. In the Water and Sewer Department, two (2) employees with the possibility of three (3) to be allowed on vacation.

ARTICLE FIFTEEN DISABILITY INSURANCE - SICK LEAVE

Section 1. At no cost to the employee, the City will provide disability insurance equivalent to that in effect at ratification. Any change in the present disability policy coverage will only be instituted upon mutual agreement of the City and the Union.

Section 2. Probationary employees will earn (accrue) sick leave at the rate of one (1) day (eight [8] hours) for each full month paid status of employment. The sick leave shall not be available for use or credited to the sick bank until successful completion of the probationary period. Employee will cease earning (accruing) sick leave if the Employee is absent for over thirty (30) consecutive calendar days due to a workers comp injury.

Section 3. All seniority employees will earn (accrue) sick leave at the rate of one (1) day (eight [8] hours) for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days. Sick leave days shall be accumulated to a maximum of 36 days at the end of each fiscal year. Employee will cease earning (accruing) sick leave if the employee is absent for thirty (30) consecutive calendar days due to a workers comp injury.

Section 4. All employees having in excess of 24 days as of June 30th of each fiscal year, will have an option of receiving compensation computed on the basis of 33 1/3% (one-third) of their regular hourly rate for all sick leave in excess of 24 days or may receive the equivalent as personal time with pay during the next subsequent fiscal year. For example: If an employee with a 24 day sick bank as of July 1, 1986 utilized no sick time during the fiscal year, that employee would have reached the 36 day maximum accumulation of June 30, 1987. At that time, said employee would receive four (4) days pay at his/her rate of June 30, 1987, (33 1/3% of the 12 days - the excess between 36 days and the 24 day leave bank). Or, the employee, at his/her option, may request to be credited with four (4) personal days with pay to be used during the next subsequent fiscal year.

Section 5. The use of personal time is subject to approval in advance by the Department Head, but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of four (4) hours or more. Should an employee fail to use the personal time during the fiscal year, said personal time would be lost to the employee.

Section 6. The steps outlined in Section 4 will continue each year with payments (or choice of personal time) to be calculated in late June or early July based upon the rate of pay in effect on June 30th of the just-ended fiscal year.

Section 7. Accumulated sick leave may be used in the following manner:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.
- c. Sick leave shall be available for use by employees in units of one (1) hour or more.

Section 8. Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

Section 9. An employee absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month only.

Section 10. Current work day is established to be eight (8) hours for all employees in this unit. No employee can draw more than the forty (40) hours of sick leave during a weekly period.

Section 11. A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. It is not the intent of this Article to discriminate against employees for the reasonable use of sick

leave, but to assure the efficient and timely delivery of service to the public.

Section 12. The leave request form furnished by the City must be filled out completely and properly signed and submitted by the employee for sick leave absences.

Section 13. Upon the employee's death, retirement, or resignation in good standing, the City will pay 50% of his/her accumulated unused sick leave.

Section 14. Injury or Illness Outside the Scope of Employment:

- a. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period. (Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the City Manager.)
- b. During the first two (2) months of a non-duty connected disability, the City will continue to provide hospitalization insurance, life insurance, optical insurance and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.
- c. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at 50%. Accrued vacation, and if appropriate, personal time will be compensated at 100%.
- d. An employee who is unable to return to work after six (6) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

Section 15. Sick leave shall be defined as an authorized absence from duty with pay by reason of the illness of the employee or a member of his/her immediate family, or other justifiable absence in the judgment of the Department Head and City Manager. For all sections of this contract, the immediate family will be: Employee's spouse, child, mother, father, sister, brother, parent-in-law, or other relative in the employee's household.

ARTICLE SIXTEEN FUNERAL LEAVE

Section 1. An employee will be granted a maximum of three (3) days leave without charge to attend the funeral of their spouse, child, mother, father, sister, brother, parent-in-law, grandparent, grandparent-in-law, or other relative in the employee's household when the funeral is held within a 300 mile radius of the City of Hazel Park.

Section 2. An employee will be granted a maximum of five (5) days leave, one-half (1/2) of which shall be charged to sick time, to attend the funeral of their spouse, child, mother,

father, sister, brother, parent-in-law, grandparent, grandparent-in-law, or other relative in the employee's household when the funeral is held outside of a 300 mile radius of the City of Hazel Park.

ARTICLE SEVENTEEN LEAVE WITHOUT PAY

Section 1. Department Heads may grant leaves of absence without pay to regular employees up to ten (10) working days in duration. When leaves are to exceed the ten (10) working days, they must be approved by the City Manager.

Section 2. Leave may be requested for any legitimate purpose, but such leave shall not be granted if it is detrimental to the best interest of the City.

Section 3. Employees shall request leave of absence, in writing, well in advance of the date so desired.

ARTICLE EIGHTEEN EDUCATIONAL LEAVE

Section 1. The City Manager may authorize educational leave with pay for a regular employee to take schooling in the best interests of the City. In such cases, employees shall be required to return to City employment for a specified time after completing the schooling.

ARTICLE NINETEEN JURY DUTY, NATIONAL GUARD, AND ARMED SERVICES INDUCTION

Section 1. An employee who is called for jury service shall be excused from work for the days on which s/he serves (including required reporting for jury duty when summoned, whether or not s/he is used as a juror) and shall receive, for each such day of jury service, on which s/he otherwise would have worked the difference between the payment s/he receives for such jury service and the amount calculated by the City in accordance with the following amount calculated by the City in accordance with the following formula: Such pay shall be based on the number of days such employee should have worked had s/he not been performing such jury service (plus any holidays in such period which s/he would not have worked) and the pay for each such day shall be eight (8) times his/her regular hourly rate (excluding shift differentials, Saturdays, Sundays, or overtime premiums) during the last payroll period worked prior to jury service. The employee will present proof that s/he did serve and the amount of pay, if any, received therefor.

Section 2. National Guard Duty:

Same provisions as contained in Section 1 above, apply to Special National Guard Duty or training periods.

Section 3. Induction Into Armed Forces:

The City agrees to abide by the requirements of the law with respect to persons heretofore or hereafter serving in the Armed Forces of the United States.

**ARTICLE TWENTY
PERSONAL LEAVE**

Section 1. Regular full-time employees hired prior to July 2, 1989 shall receive **five (5)** personal leave days and three (3) additional days off (ADO's) in each year of this contract. Employees hired after July 1, 1989 shall receive three (3) personal days off in each year of the contract only. There will be no ADO days for these employees. Such personal and ADO days shall be in addition to personal days earned by the conversion of sick time. Personal days are to be taken off during the fiscal year in which they are earned or they will be lost.

Section 2. The employee is requested to give his/her Department Head at least two (2) days notice. If the employee is unable to give two (2) days notice, this shall be taken into consideration by the Department Head.

Section 3. Personal and ADO days will be granted only if manpower allows.

Section 4. Personal and ADO days shall be used for personal business which can only be attended to during the employee's regular working hours. Personal and ADO days will not be charged to sick time.

**ARTICLE TWENTY-ONE
WORKER'S COMPENSATION**

Section 1. In case of injury to regular full-time employee during the performance of his/her regular duties resulting in temporary physical disability to the extent that he/she is unable to resume his/her regular duties, s/he shall be entitled to his/her regular pay. The first seven (7) days of such absence shall be paid by the City, but shall not be charged the employee's accrued sick time. After the first seven (7) days, the employee shall continue to receive his/her regular pay, but the difference between Worker's Compensation and his regular pay shall be charged against accrued sick time, upon the expiration of which the City shall terminate regular pay and the employee shall receive only those benefits which s/he is entitled to under Worker's Compensation. There will be no return of sick time upon return to work.

Section 2. No employee will be entitled to compensation insurance during periods of convalescence from injuries received in the regular performance of his/her duties in addition to his/her regular compensation. Any compensation insurance due an employee of the City under the provisions of the City's compensation insurance policies during the convalescence period in which s/he is being paid his/her regular compensation by the City, shall be endorsed and paid to the City Treasurer, and shall be credited to the proper funds of the City.

Section 3. In order to become eligible for injury leave with pay, an employee shall immediately report any injury, however minor, to his/her foreman or supervisor and take such first-aid treatment as may be recommended.

Section 4. No employee of the City shall be entitled to his/her regular compensation for absence from duty on account of injuries if said injuries were received when not on regular duty. Such absence from duty will be considered as sick leave, and will be governed by the rules pertaining to sick leave.

Section 5. A Return To Work Program will be established. The initial policy is attached as Attachment A.

Section 6. Accrual (earning) of sick and vacation time in an employee's bank will cease after thirty (30) consecutive calendar days absence due to a workers compensation injury.

ARTICLE TWENTY-TWO HOSPITALIZATION

Section 1. The City of Hazel Park will provide Blue Cross/Blue Shield Preferred Physician Provider (PPO) coverage for all full-time employees and their families for so long as the employee remains on the payroll. The coverage will have the following deductibles and co-pays: \$100 per person/\$200 per family per calendar year and a \$5.00 drug card co-pay.

Section 2. Blue Cross defines the family to include the employee, the employee's spouse and children through the calendar year in which they reach their nineteenth (19th) birthday.

Section 3. Employees may, at their option, and at their own expense, provide protection for other dependents such as: parents, blood relative, members of their household and for children over nineteen (19) years of age.

Section 4. Employee option to take \$1,200 per year in exchange for waiving entitlement to health insurance because they have other coverage.

- a. Employee must show proof that insurance is provided elsewhere. This proof will be required to be shown before each \$600 payment is disbursed.
- b. Employee will be paid \$600 by December 31 and \$600 by June 30. The payment will be for the preceding six month period. (If suitable to both the employer and the employee, this payment will be made at the end of each month in the amount of \$100). If an employee terminates service with the City, the employee will be paid a pro-rata portion of the \$600.
- c. If the employee's other coverage is through a spouse and that spouse loses their coverage, the employee must notify the City in writing within 30 days of spouse's

termination.

1. Upon such notification, the employee will be allowed to rejoin the City's coverage on the first day of the succeeding month that written notice was given to the City.
 2. Failure to notify within the 30 days will result in the employee requiring to wait until the next open enrollment period.
- d. These payments will be treated as regular compensation, but will not be subject to pension and hence not included in final average compensation or as part of wages subject to longevity.
- e. This \$1,200 payment, if applicable, will be adjusted by the employee share index noted under the pension benefit article of this contract. If a retiree is subject to the 50% index, then the \$1,200 payment will also be indexed by the 50% (i.e., \$600 instead of \$1,200).
- f. If the employee has coverage through another provider and wishes to return to the City's coverage, the employee must wait until the next open enrollment period.

ARTICLE TWENTY-THREE DENTAL COVERAGE

Section 1. During the term of this Contract, the City shall provide dental care coverage under the Prudential Dental Plan (or equal) for all full-time Employees and their families for as long as the Employee remains on the payroll. The Prudential Plan shall include the following schedule of services:

- Preventative - 100%, no deductible
- Class I, II - 80% with calendar year maximum of \$1,000 per member per year
- Class III - 80% with lifetime maximum of \$1,000 per member

Section 2. The City of Hazel Park will continue to provide the above dental coverage and will assume payment of one hundred per cent (100%) of the premium cost.

ARTICLE TWENTY-FOUR OPTICAL COVERAGE

Section 1. Effective immediately, the City of Hazel Park will provide optical care coverage under the Co-Op Optical No Co-Payment Plan (or equal) for all full time employees and their families. The City contribution for this coverage will be 100% of the total cost.

Section 2. The Co-Op Optical Plan shall cover the employee, spouse and children up to nineteen (19) years of age, plus dependent students up to age twenty-five (25).

Section 3. During the term of this contract, the City shall provide optical coverage under the Co-Op Optical Plan VI (or equal) as follows:

- A. Annual eye exams.
- B. Annual lenses and frames.
- C. Frames included up to \$38.00.
- D. Number one (#1) rose indoor tint.
- E. Bifocals through a D28.
- F. Kryptok, D-Seq or Executive Bifocals.
- G. Lenses - either glass or plastic
- H. Contact allowance - \$50.00 toward hard or soft contact lenses.

Section 4. If, on non-compensable leave, the employee shall have the option to continue coverage under this Article to be paid in full by the employee at the then current rate, if allowed by the City's Insurance Carrier. An employee who has used up all sick leave, vacation time, and any other compensated leave time, but is still unable to return to work due to illness which is not job-related, shall be entitled to work due to illness which is not job-related, shall be entitled to benefits as provided under Article 15, Disability Insurance - Sick Leave.

ARTICLE TWENTY-FIVE LIFE INSURANCE

Section 1. A \$30,000 Accidental Death and Dismemberment Insurance Policy under a group insurance plan will be provided for each employee at City expense.

Section 2. A \$5,000 Life Insurance Policy shall be provided to all persons at the City's expense.

ARTICLE TWENTY-SIX COMPENSATION

Section 1. There will be twenty-six (26) pays per annum, one (1) every two (2) weeks.

Section 2. All new hourly rated employees will receive maximum pay for their classification and benefits after their first sixty (60) days of employment.

ARTICLE TWENTY-SEVEN WAGE RATE

JULY 1, 1996 - JUNE 30, 1997

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
AUTO MECH.	10.77	11.34	11.90	12.47	13.03	13.60
DPW WORKER	10.52	11.09	11.65	12.22	12.78	13.35

JULY 1, 1997 - JUNE 30, 1998

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
AUTO MECH.	11.07	11.64	12.20	12.77	13.33	13.90
DPW WORKER	10.82	11.39	11.95	12.52	13.08	13.65

JULY 1, 1998 - JUNE 30, 1999

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
AUTO MECH.	11.37	11.94	12.50	13.07	13.63	14.20
DPW WORKER	11.12	11.69	12.25	12.82	13.38	13.95

ARTICLE TWENTY-EIGHT
OVERTIME

Section 1. Employees shall receive allowance for overtime work either in the form of additional leave or pay. A record of authorized overtime shall be kept by the Director of Public Works.

Section 2. Employees will be paid one and one-half (1/2) times the regular hourly wage rate under the following conditions:

- a. For night work or time worked in excess of eight (8) hours in any day from Monday through Friday.
- b. For time worked on Saturday, provided that the employee shall have worked not less than forty (40) hours during the previous week. Paid sick time or vacation time shall be

considered as time worked.

Section 3. Employees will be paid two (2) times their regular hourly wage rate for the time worked on Sundays or holidays, provided that the employee shall have worked not less than forty (40) hours during the previous week. Paid sick time or vacation leave shall be considered as time worked.

Section 4.

- a. When an Employee(s) is assigned work on his regular shift and overtime becomes necessary to complete this work, the same Employee(s) will be assigned the overtime to complete the job if he wants it. If he does not, then the procedures listed below are followed:
- b. When it becomes necessary to work overtime other than that listed under Section 4a above, the Department Head or one of the Supervisors in the Department will first ask the Employee(s) with the most seniority who is working the current shift if he wishes to work overtime. Current shift for the purpose of this directive shall be defined as the shift in which the request for overtime was made up to and including the time for the expiration of the shift. Should the Employee(s) on the shift with the most seniority refuse the overtime, then the Supervisor will ask the other individuals on the shift in the order of their seniority. If everyone refuses, the Supervisor will have the right to order the Employee(s) with the least seniority to work the overtime.
- c. When it becomes necessary to work overtime after quitting hours in any particular Department, the Department Head or one of the Supervisors in that Department will be assigned the responsibility of contacting the Employee(s) based on the overtime list at their place of residence. This contact will be made based on the information previously supplied by the Employee(s). The same procedure will be followed as under Section 4b above.
- d. In the event all Employees on the overtime list refuse the overtime, the Supervisor has the authority to order the Employee(s) with the least seniority that has been contacted, to work. If a case should arise when an Employee(s) on the overtime list cannot be contacted, the Employee (s) with the least Departmental seniority would have to work.
- e. A maximum of thirty (30) minutes will be allowed for anyone who is called for overtime to report for work. If an Employee(s) fails to report within thirty (30) minutes, the next person on the list will be called in to work. Any Employee(s) who reports after the thirty (30) minutes will be sent home and will not be paid.
- f. Any Employee(s) who is off work either on vacation or sick leave, shall not be contacted to work overtime under this policy until midnight of that day, or if vacation/sick leave is for two or more days, then only on the last day of the vacation/ sick leave, unless an

emergency arises whereby no other Employee(s) in that department is available. The City can call the Employee(s) on vacation or sick leave in such an emergency. In this emergency, the Employee(s) can be forced to work. Employees can be called in for overtime on holidays, ADO days and personal days.

- g. An up-to-date overtime list will be kept on the bulletin board so Employees will know when their name will come up to work.
- h. Any Supervisor charged with the responsibility of contacting the Employees on a shift or on the list will be subject to a "good faith" effort to do so. Two phone calls, at a minimum, will be placed in attempt to contact the employee.
- i. In addition to the above, certain seasonal overtime does occur in Departments which causes both inconvenience to the City and to the Employees. The City and the Union agree that to expedite this seasonal overtime, that Employees can notify the City of their lack of interest in working this seasonal overtime in his Department in advance on forms furnished by the City. If the Employee indicates that he does not want his name on the list, the City is authorized to list that Employee as refusing overtime during that season. Employees will be able to add or delete their names for this seasonal overtime list during the first week of April and November. On seasonal overtime, the City will make a "good faith" effort to appropriate overtime by seniority. The City will be allowed to force the low man on the seasonal list to work.
- j. The Department of Public Service seasonal overtime will include lists for salting and/or plowing, and weed cutting. The salting and/or plowing list includes all activities relating to the salting or plowing of City Streets, parking lots, bus stops, and pedestrian overpasses. The weed cutting list will cover the cleaning of lots and/or cutting of grass and weeds on private or City property.
- k. The assigning of personnel from seasonal overtime lists will be done on the same basis as for other overtime. Employees who do not indicate their interest in working this seasonal overtime on forms that are provided, will be considered as refusing the overtime.
- l. In cases where manpower is not available on seasonal lists, the City has the right to order the next lowest seniority Employee(s) on the seasonal overtime list and/or the general overtime list to work the overtime.
- m. When the midnight shift is working at the DPW and overtime is needed after 7:00 p.m. on days that the midnight shift is scheduled, Employee(s) from that shift, on a seniority basis, will be given preference.

**ARTICLE TWENTY-NINE
SHIFT DIFFERENTIAL**

Section 1. The following shift differential will be in effect:

night shift - Fifteen cents (\$.15) per hour

Night shift is defined as hours from 10:30 p.m. to start of the normal day shift.

Section 2. Shift differential is paid to personnel during periods when they are assigned to specific shifts during time outlined under Section 1 above, on a continual basis and not for overtime work.

ARTICLE THIRTY HOLIDAYS

Section 1. Each regular full-time employee shall be entitled to the following annual holidays during the term of this Agreement:

New Year's Eve
New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Martin Luther King Jr.'s Day
Employee's Birthday (employees hired before
7/2/89)

Section 2. When any of the above holidays falls on Sunday, the following Monday will be observed as a holiday. When any holiday falls on Saturday, the preceding Friday, or the following Monday shall be observed as the holiday day off at the discretion of the Department Head.

Section 3. In order to qualify for a holiday with pay, an Employee must be on duty immediately before and after the holiday. Authorized absence with pay will be considered as being on duty. All holidays that are to be observed on a Monday as set by the Federal Government regardless of what day of the week they fall on will be observed the same day.

Section 4. A deduction will be made from an employee's pay for each day or portion of a day of absence without authorized leave. Employees are expected to be regular in their attendance and observe the working hours as outlined by each department.

ARTICLE THIRTY-ONE RESIDENCY

Section 1. All employees shall be required to reside within fifteen (15) miles of the border of the City of Hazel Park. Employees who are presently living outside of the 15 mile radius will be required to move to within that radius if they voluntarily move from their present residence.

**ARTICLE THIRTY-TWO
LONGEVITY PAY**

Section 1. Employees who reside outside of the legal boundaries of the City of Hazel Park shall receive longevity payment for services to the City as follows:

5 years of service	-	2% of total wages
10 years of service	-	4% of total wages
15 years of service	-	6% of total wages
20 years of service	-	8% of total wages

Section 2. Employees who reside within the legal boundaries of the City of Hazel Park as of December 1st of each fiscal year shall receive longevity payment for service to the City as follows:

5 years of service	-	3% of total wages
10 years of service	-	5% of total wages
15 years of service	-	7% of total wages
20 years of service	-	9% of total wages

Section 3. Longevity adjustment shall be fractured to the nearest full cent.

Section 4. The longevity payment shall be paid on or around December 15th of each year.

**ARTICLE THIRTY-THREE
1968 RETIREMENT PLAN MODIFICATION**

Section 1. Voluntary retirement (Hazel Park Municipal Code 2.80.140) will be changed to provide as follows:

A general member of this bargaining unit may retire upon reaching one of the following age/service requirements:

	<u>AGE</u>	<u>YEARS OF CREDIT/SERVICE</u>
1.	50	20
2.	55	15
3.	60	10
4.	N/A	25

A written application must be filed with the Pension Board not less than thirty (30) days and not more than ninety (90) days prior to the date the individual wishes to retire. Upon his/her retirement, s/he shall receive a pension provided in Section 280.160.

Section 2. Upon retirement, the following provisions will apply:

- a. Whatever health insurance (type, co-pays and deductibles) an individual has at retirement, carries over into retirement except master/medical which will revert to \$50/\$100 deductible. If that insurance is BC/BS PPO then:
 1. If an individual moves to an area not served by the PPO network (not on vacation, but with the intent of being their permanent residence), that person will be changed to Blue Cross Traditional (with \$5.00 prescription card co-pay and same master/medical deductibles) at no cost to employee. An "area" is defined here as a 10 mile radius of the employee's residence.
 - a. If the closest facility/physician to the employee's residence is a PPO facility/physician (regardless of distance), the employee will be required to participate in the PPO network.
 2. Upon reaching the age of Medicare eligibility, the Employee must sign up for Medicare Part B and will be transferred to the City's medicare retirement plan. For example, the PPO coverage would be transferred to Blue Cross Traditional Medicare Complimentary Coverage. In other words, Medicare would become primary and Traditional would become secondary.
- b. A portion of the monthly health insurance premiums may be payable by the Employee. These costs will be index based on the number of years of credited service:
 1. 10-14 years of service - Employee share 75%
 2. 15-19 years of service - Employee share 50%
 3. 20 years and over - Employee pays \$0.00

**ARTICLE THIRTY-FOUR
EFFECT OF ORDINANCE #25**

Section 1. Ordinance #25, being Chapter 2.72 of the Hazel Park Municipal Code, entitled "Merit System" shall have no force or effect with regard to any member of this bargaining unit. Furthermore, it is agreed that in the event the City of Hazel Park amends or rescinds the said Ordinance, the Teamster's Union and all members of this bargaining unit waive any right to object or oppose any modification.

**ARTICLE THIRTY-FIVE
WORK SECURITY**

Section 1. The Employer may utilize seasonal and part-time employees. However, seasonal and part-time employees will be eliminated if the number of permanent bargaining unit employees drops below the number of twelve (12) due to a lay off.

Section 2. However, if an Employee voluntary terminates service with the City or is fired for just cause, the City may, at its option, fill that vacancy or leave it open. In either situation, the City will be allowed to retain all seasonal and temporary employees even though there are less than twelve (12) bargaining unit employees.

Section 3. If an Employee terminates service through a lay off, part-time and seasonal help will be eliminated if the City does not intend to fill that position.

ARTICLE THIRTY-SIX OPTION TO MODIFY HEALTH PLANS

Section 1. It is agreed that the City is investigating the feasibility of a self-funded program exactly or better than the present Hospitalization, Optical and Dental plans. If such a self-funded plan is found to be feasible, the members of the Teamsters Union hereby agree that such a program will be implemented without further negotiations.

ARTICLE THIRTY-SEVEN WORK REQUIREMENTS AND TRAINING

Section 1. All Employees will be required to assist the Auto Mechanic in the maintenance of equipment as established in the past. This would generally include, but not be limited to, greasing of vehicles, changing of tires, oil changes and/or filter changes, replacing fuses, light bulbs, windshield wipers, small engine repair, and other light tasks required to improve the maintenance of all City vehicles and equipment.

Section 2. Crew Leader may perform bargaining unit work but shall not replace full-time employees in the DPW unit during normal or overtime hours.

Section 3. Employees shall be provided a microwave oven in their lunch room.

Section 4. The Local Union shall be provided a suitable bulletin board for the posting of Local Union notices or other materials. No materials of a vulgar, profane or derogatory nature shall be posted thereon nor will notices and/or materials posted on the City's bulletin boards be removed or defaced.

Section 5. There will be a forty (40) hour maximum training period for employees learning new equipment and jobs. All Employees will be broken into equipment and jobs by the end of this contract.

Section 6. The maximum of being on one job will be thirty (30) calendar days. After 30 calendar days, the Employee will be moved from such job for 30 days except in the case of an emergency where no other properly trained Employee can operate such equipment. All jobs will be alternated in the Departments with no intention to discriminate any employee.

Section 7. The City will reimburse employee for the cost of the employee's CDL (Commercial Driving License) required in the performance of their duties as described in this agreement.

**ARTICLE THIRTY-EIGHT
TERM OF AGREEMENT**

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2001. Contract will be reopened for wages in years four (4) and five (5) only. No other section of the contract will be negotiated except for wages.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

Section 4. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 5. Notice of Termination Modification shall be in writing, and shall be sufficient if sent by certified mail, if to the Union, addressed to:

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214
2825 Trumbull Avenue
Detroit, Michigan 48216-1297

and, if to the employer, addressed to:

CITY OF HAZEL PARK
111 East Nine Mile Road
Hazel Park, Michigan 48030

or, to any such address as the Union or the Employer may make available to each other.

ARTICLE THIRTY-NINE
SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties have hereto set forth their hands and sales this 11th day of August, 1992.

CITY OF HAZEL PARK

TEAMSTERS STATE, COUNTY & MUNICIPAL
WORKERS LOCAL 214

BY: *K. Joseph Gung*
City Manager

BY: *Michael M Mitchell* 7-14-97
Steward

BY: *Ray J. Miller*
Finance Director

BY: *Michael G. Gung* 7-14-97
Alternate

BY: *Judy Markley* 7-14-97
Business Agent

teamsters/pr
3/19/97

**CITY OF HAZEL PARK
RETURN TO WORK PROGRAM**

I. PURPOSE

To establish a return to work policy and procedure that provides opportunities for employees who are temporarily disabled due to an on-the-job injury to transition back to work as soon as medically feasible.

Because the City of Hazel Park recognizes that employees are a valued and limited resource, this program is designed to:

- * Assist in the recovery process while providing employees with a goal and focus for returning to full productivity.
- * Reduce the financial burden to employees by allowing them to resume full wages as soon as possible.
- * Reduce workers' compensation costs.

This policy does not apply to employees with permanent on or off the job injuries. These employees are covered by the Americans with Disabilities Act (ADA) and the Michigan Handicappers Law.

II. REFERENCE

This policy is used in coordination with the City of Hazel Park Administrative Regulations.

III. DEFINITIONS

Occupational injury or illness: Any injury or disease which results from working conditions and which occurs during or in the scope of the employee's service to the employer.

Return To Work Duty: A temporary assignment or modification of duties in accordance with the treating physician's restrictions. The assignment is usually limited to no more than a 60 day period during recovery from an occupational illness or injury.

Physician: For purposes of this policy, "physician" refers to the City's designated physician unless otherwise indicated.

Temporary: An injury that is time limited as determined by the physician.

IV. POLICY

The City of Hazel Park will provide transitional return to work opportunities for all employees who are temporarily disabled due to an on the job injury as soon as medically feasible. Return to work opportunities will first be considered within the same work unit, next within the same department.

The Return to Work Coordinator for the City shall be the City Manager.

Regular training will insure the success of the program by informing all employees of their rights, responsibilities and roles in the program.

- * Management and supervision will receive regular training on their supportive role in the program, specifics of the return to work policy, and procedures for implementing the policy, job modification strategies, and the like.
- * Employees will receive orientation to the return to work program when they are newly hired. Orientation will include an overview of the program, its purpose and the expectation that participation is a condition of employment.

V. PROCEDURE

When the Med Center physician releases an injured employee to return to work with temporary limitations on duties, the employee is required to participate in the Return to Work Program.

Light duty assignments shall fulfill meaningful job functions and be made within the parameters outlined by the physician. The assignment shall not create a permanent new job, but may incorporate or modify a present position on a temporary basis or be designed to help meet unmet needs of the City. Assignments shall be handled on a case-by-case basis. Examples of assignments include, but are not limited to:

- * General - inventory, answering the telephone, restocking supplies, errands, vehicle pick up and drop off, vehicle checks and inspections, sweeping/janitorial, etc.
- * Maintenance - inventory, small appliance repair, painting, weeding, light gardening, sanding, furniture repair.
- * Other administrative work per qualifications.

Non retired employees shall be compensated in accordance with union contracts.

There shall be regular communication among Personnel Department staff, department head or designee, the employee, the physician and the workers' compensation third party administrator throughout the course of treatment and recovery.

A tracking system shall be established for documentation purposes and to ensure that all concerned parties know exactly where the employee is within the procedure.

An employee who declines a return to work position which meets the physician's requirements may be disqualified from workers' compensation benefits and subject to disciplinary action.

The employee will remain on a return to work program until the physician authorizes that the employee can return to regular duties.

After each 60 day period of return to work assignment, a review shall be conducted to determine whether the employee should be continued in the return to work assignment or returned to regular duties. The review shall be initiated by the return to work coordinator and involve consultation with the physician, workers' compensation claims administrator and a department representative. Upon request of the department head or the employee's supervisor, a review may be conducted at any time. The City may return the employee back to regular duties if the physician determines that he/she can perform regular job duties without restriction.

The employee may request a second opinion regarding his/her ability to resume regular duties from his/her own physician at the employee's expense. In cases of disagreement between the City's physician and the employee's physician, an independent medical examination (IME) will prevail.

If at any time the physician determines that an occupational illness or injury is permanent or long term (greater than one (1) continuous year), the Personnel Department, in conjunction with the affected department, shall review modifications to the current position that are practicable on a permanent basis. This can be done by work station design, job restructuring, schedule modification, or other feasible means to provide reasonable accommodations that do not impose undue hardship on the City. Permanent and long term cases shall be reevaluated at least annually.

The return to work program is not a guarantee of permanent continued employment. If the employee has attained maximum medical improvement and is still not able to return to his/her regular duties and no further reasonable accommodations can be made and/or no other suitable employment is available, the City may terminate the person's employment. Termination of employment does not preclude provision of workers' compensation benefits as provided by state statute.

6/10/96
rtw/pr