

6258

6/30/99

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND

THE INKSTER CHAPTER

OF

LOCAL 290

OF THE

AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

EFFECTIVE

JULY 1, 1994 THROUGH JUNE 30, 1999

Excludes 22nd District Court

Inkster, City of

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees, and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the Public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

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

NOW THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

I. RECOGNITION

- (a) Pursuant to and in accordance with all applicable provisions of Acts of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliated Local Unit 290, Inkster Chapter, (hereinafter referred to as the Union) as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.
- (b) The bargaining unit shall include Inkster Housing Commission employees as listed in Exhibit (A) attached hereto and made a part hereof and all City employees except management, professional and supervisory personnel, police and fire personnel, temporary, probationary, provisional, confidential, seasonal and part time, and all other employees in the unclassified service as defined in the City Ordinances and Personnel Rules and Regulations.

II. REPRESENTATION - BARGAINING COMMITTEE

- (a) The employees shall be represented by a committee composed of five (5) employees, one of whom shall be the Chief Steward, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. Bargaining committee members will be paid by management for time spent in negotiations, but only for the straight time hours they would otherwise have worked on their regular work schedule. Additional representation may be provided by the Local, Council and/or International of the Union.
- (b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.
- (c) There shall be no discrimination against any employee because of their membership in the Union, or because of them acting as an officer or in any other capacity on behalf of the union.
- (d) The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious, disability or political belief, or for legal Union activities. Both parties shall abide by all applicable Federal and State laws.
- (e) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, or coercion.

II. REPRESENTATION - BARGAINING COMMITTEE (continued)

- (f) Any reference in this Agreement to the masculine gender shall be deemed to include the feminine gender, and vice versa, unless the context clearly indicates otherwise.

III. JOINT RESPONSIBILITIES

- (a) NO STRIKE - NO LOCKOUT: Under no circumstances will be Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, in any plant or property of the City of 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. In the event of a work stoppage or other curtailment of or interference with production, the City may or may not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (b) 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, that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
- (c) The City may discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this Agreement.

IV. MANAGEMENT RESPONSIBILITIES

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized -- prominent among which, but by no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law.

IV. MANAGEMENT RESPONSIBILITIES (continued)

It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

V. MAINTENANCE OF MEMBERSHIP

- (a) Each employee, who on July 1, 1970, is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain their membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty days after receipt of written notice to the Employer from the Union.
- (b) Agency Shop -- Any present or future employee who is not a Union member as of July 1, 1970, and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- (c) The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

VI. UNION DUES AND INITIATION FEES

- (a) Payment by Authorization for Payroll deduction - Employees may tender the monthly membership dues by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction of Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- (b) Deductions - Deduction shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.

VI. UNION DUES AND INITIATION FEES (continued)

- (c) Delivery of Executed Authorization for Payroll Deduction Form - A properly executed copy of such Authorization for Payroll Deduction of dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.
- (e) Delivery of Additional Payroll Deduction Forms - The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (g) Remittance of dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Local Unit not later than the last day of the calendar month in which the deduction was made. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues form the Employer shall include this information and reason for this with its list to the designated financial officer of the Local Union.
- (h) Disputes Concerning Payroll Deduction - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.
- (i) Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of the Agreement.

VII. GRIEVANCE PROCEDURE

- (a) Purpose: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties positions and conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step, or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step within the time limits or on the basis of the Union's last demand if the City fails to give its answer within the time limits.
- (b) A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an employee or employees, or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- (c) Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- (d) Timely Action: Immediate supervisors and reviewing supervisor shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as required.
- (e) Written Grievances: The parties agree that any written grievance shall contain -
- The person to whom addressed.
 - The date signed and prepared.
 - The step number within the procedure.
 - The name of the bargaining unit.
 - The name of the person grieving.
 - The position or job class of the grievant.
 - The date and time of the action which prompted the grievance.
 - The action which caused the grievance.
 - A statement by the grievant which would set forth the grievance or cause.
 - The remedy sought by the grievant.
 - The Article and Section or subsection of the contract which has been violated.
 - The signature of the grievant.
 - The signature of the Union Official to whom the reply must be directed.

VII. GRIEVANCE PROCEDURE (continued)

- (f) All grievances shall be processed in the following manner and within the stated time limits:

STEP 1 An employee who has a grievance may discuss the complaint with the immediate supervisor, with a Union Representative present upon employee's request. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The grievance must be so presented within ten (10) working days after its occurrence, or within ten (10) working days after knowledge of its occurrence. The supervisor shall give their verbal answer to the grievance within five (5) working days after the date of presentation of the grievance.

STEP 2 If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall report such grievance to his/her Union Representative as soon as possible, but in any case, within eight (8) working days of having received a verbal response from his/her supervisor as provided for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Union Representative shall then make arrangements to discuss the grievance with the Department Head within eight (8) working days. The Department Head shall render his/her decision in writing within eight (8) working days after such discussion.

STEP 3 If the grievance is not satisfactorily settled as a result of this meeting, the Union Representative shall appeal such grievance to the City Manager or their designee within eight (8) working days of receipt of the written decision by the Department Head as provided for in Step 2. A meeting shall then be arranged with the City Manager or their designee as soon as possible after receipt of the written decision of the Department Head. A decision in writing by the City Manager or their designee shall be given to the Union within eight (8) working days after such meeting.

STEP 4 If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 3, the Union may submit the grievance to the American Arbitration Association. The Union shall notify the City in writing within ten (10) working days after the meeting with the City Manager or his designee that it intends to go to the American Arbitration Association. Following the Employer's notification, and within a forty-five (45) calendar day period of time, the matter shall be referred to the American Arbitration Association for selection of an impartial arbitrator, to be selected by the Union and the Employer, to determine the dispute. Said arbitrator shall be selected in the following manner.

VII. GRIEVANCE PROCEDURE (continued)

The American Arbitration shall submit to both the Union and the Employer a list of five (5) arbitrators. Both the Union and the City may then cross off two of the five names submitted. If only one name remains, that person shall be the arbitrator. If more than one name remains, these remaining names shall be submitted to the American Arbitration Association, and it shall select the single arbitrator who shall determine the dispute.

The arbitrator shall fix a time and a place for a hearing upon reasonable notice to each party. After such hearing the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this agreement; the decision shall be confined to the meaning of the contract provisions which gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed.

VIII. HOURS OF WORK

(a) The Regular Workweek

The regular workweek of employees covered hereby shall be forty (40) hours, within a period of seven (7) consecutive calendar days beginning at 12:01 a.m. on Monday.

(b) The Regular Workday and Work Shift

The regular work schedule shall be listed by work units as follows: 1. DPS, Parks and Custodian - 7 1/2 hours of work plus a thirty (30) minute lunch period. 2. Housing Maintenance - 7 1/2 hours of work plus a thirty (30) minute lunch period. 3. Clerical - 7 1/4 hours of work plus a forty-five (45) minute lunch period. The workday shall be a period within twenty-four (24) hours beginning at midnight. Clerical general employees will receive an additional fifteen (15) minutes added to their lunch period. Also, the punch in and punch out time shall remain the same. A 5-minute grace period shall apply to all schedules. The parties will review a 4-day workweek.

The regular work shift shall fall between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except upon notice by the City of a change in the work schedule of isolated job classifications issued at least twenty-four (24) hours in advance of the scheduled starting time. Such work schedule changes shall be subject to provisions of Article 32, Special Conferences and/or the Grievance Procedure. Any regular work shift hours that occur before 7:00 a.m. or after 6:00 p.m. shall be subject to premium pay provisions except for the position of custodian.

VIII. HOURS OF WORK (continued)

- (c) Pay day shall be bi-weekly for all bargaining unit employees.

IX. REST PERIOD

Rest period shall not extend beyond the 15 minute period. Any abuses shall be subject to reasonable discipline. Management shall allow one fifteen minute rest period during each one-half shift on the work day.

X. OVERTIME

- (a) Employees will be paid one and one-half (1 1/2) times regular hourly rate when authorized by the City in the following instances.
1. Time worked in excess of eight (8) hours in any one day.
 2. Time worked in excess of forty (40) hours in any one week.
- (b) Work performed between 12 midnight Saturday and 12 midnight Sunday, except when these days are part of the regular scheduled work week, and any time worked in excess of sixteen (16) consecutive hours shall be paid two times the regular rate of pay. No employee shall be required to work in excess of sixteen (16) consecutive hours.
- (c) Any work performed on holidays included in this Agreement shall be paid at two (2) times the regular rate of pay in addition to the regular holiday pay.
- (d) Time granted for vacation leave and sick leave (supported by evidence of illness) and holidays during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked.

There will be no duplication of overtime for the same hours worked.

- (e) The Union, AFSCME Local 290 and City administration agree that since it is the City's policy not to pay compensation for errors but only to pay for time actually worked that the City will from this day forward equalize overtime hours in the following manner.

If a person is not called properly for overtime opportunities, then the City will schedule the amount of hours that they would have otherwise been entitled to within forty (40) days after the occurrence. These hours shall be separate and apart from those hours that would have normally been scheduled.

The Union will refrain from grieving for compensation in lieu of overtime hours. Further, grievances will not be filed as a result of these scheduled hours.

XI. EQUALIZATION OF OVERTIME HOURS

Overtime hours will be divided and rotated, as equally as possible among employees in the same classifications in the Departments where practicable. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each Department or Building, as the case may be.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their Department will be called first and so on down the list in an attempt to equalize the overtime hours. In such cases they would be called on the basis of least hours of overtime in their classification.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employee working during the callout period.

XII. PROBATIONARY EMPLOYEES - NEW

- (a) A new employee in a non-clerical position in the Roads or Water and Sewer or Parks and Grounds shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he/she shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his/her employment.
- (b) All employees not covered in Article XII (a) in any department covered by this Agreement, shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he/she shall either be terminated or entered on the City-wide seniority list of the City as of the first day of their employment.

For both the above sections, the ninety (90) calendar days shall not be counted if temporary employee is covering a full-time employee on an approved leave of absence.

- (c) At any time during the probationary period, the City Manager may terminate or demote an employee whose performance does not meet the required work standards, but not for Union activity.
- (d) Probationary employees do not receive fringe benefits, except medical insurance from first billing following date of hire, but may earn to receive after the waiting period.
- (e) Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.

XII. PROBATIONARY EMPLOYEES - NEW (continued)

- (f) An employee laid-off or terminated during his/her probationary period and rehired within ninety (90) calendar days following his/her last day of work will be considered to be completing the probationary period which he/she has previously started. An employee who completes his/her probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary employee retroactively from the day he/she completes his/her probationary period for the purpose of determining his/her date of employment and position on the City-wide seniority lists. An employee re-hired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- (g) Probationary periods may be extended but not to exceed an additional ninety (90) days upon the mutual agreement of the City and the Union. Said mutual agreement regarding extension of probationary periods shall be reduced to written form.

XIII. SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of continuous service with the City.
- (b) Accrual of Seniority:
 - 1. Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons. . . .
 - 1. Discharge if not reversed.
 - 2. Resignation -- An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of its absence, may be considered as having resigned.
 - 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
 - 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 - 5. Retirement.

XIII. SENIORITY (continued)

6. Layoff for a continuous period of nine (9) months or the length of the employee's seniority, whichever is greater.

The Employer shall send written notification by registered mail to the employee at his/her last-known address that he/she has lost his/her seniority, and his/.her employment has been terminated. A copy of such notification shall be presented to the Union.

- (d) Seniority Lists: Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in July of each year, and as soon as practicable the first year.
- (e) Application of Seniority: Seniority shall apply to shift assignment, vacation, layoff, recall, transfers, and promotions and as otherwise provided in this Agreement.
 1. In the event of a vacancy, employees shall be given the opportunity to transfer on the basis of their seniority and provided they are qualified as per Article XIV.
 2. Vacancies shall be filled by seniority as follows: (a) of applicants within the housing clerical, city clerical, housing maintenance and general maintenance categories; (b) if no applicants are received from the category in which the vacancy occurs, then of applicants in the other categories. If there are no such applicants, such positions may be filled by persons outside City employment.

XIV. PROMOTIONS

Section 1

All permanent job vacancies within the City of Inkster in higher paid classifications shall be defined as promotions. Such vacancies shall be posted in all departments within the City for a ten (10) calendar day posting period. Interested employees must submit written requests for promotion to the vacancy to the Personnel Department within the above ten (10) calendar day posting period in order to be eligible for consideration for the promotion. Said job shall normally be filled within thirty (30) calendar days.

Section 2

The Department Head will not be obligated to consider a request for promotion from an employee during the employee's absence from work or during an employee's layoff from work, unless that employee submits the request in writing during the posted period. The steward shall be allowed to submit a written request during an employee's authorized absence from work or during an employee's layoff from work, on behalf of

XIV. PROMOTIONS (continued)

the absent or laid off employee. It shall be the responsibility of the employee on an authorized absence from work or on layoff from work to submit a request in writing to the steward to be submitted as application for specific posted positions in which the employee is interested. Employees will not be considered for any promotional vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances within that department.

Section 3

The Personnel Director shall appoint employees for promotions subject to the following conditions:

- a) The demonstrated working knowledge, training, certified experience or certified education for the posted position.
- b) Performance on the job.
- c) Job related physical qualifications.
- d) The seniority applicant, based on a, b, and c above, will be entitled to the trial period provided in Section 4 below.

Section 4

- a) The employee who is promoted may serve a thirty (30) working day trial period to prove they are capable of performing the work. At any time during this trial period the employee may on his/her volition, request in writing to be relieved of the new classification and will be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted and former rate of pay without loss of seniority.
- b) Employees serving a trial period will be evaluated in writing by the Employer, both upon completion of the first fifteen (15) working days of the trial period, and again during the week prior to the expiration of the thirty (30) working day trial period. Upon receipt of the written evaluation(s) the employee may respond in writing to the Employer concerning the evaluation; said response shall be attached to the evaluation.
- c) Any and all disqualifications shall contain management's justification for disqualifying said employee and shall be presented to the employee and the Union within five (5) days.

XIV. PROMOTIONS (continued)

Section 5

- a) Upon request, interested employees shall be allowed to train at times acceptable to management, in a position they believe could be available to them at a future date, inasmuch as such training would provide them with a promotion or transfer. Said training shall not change the employee's rate of pay. Training of employees shall be limited to three (3) employees in the requested classification based on seniority.
- b) The amount of training given to employees training in the same position will be equal, as to the amount of days each employee is trained. Training will occur in five (5) day segments.
- c) Employees shall apply for training in writing, to the Personnel Director, with a copy provided to the employee, Union and Department Head.
- d) Employees shall only be allowed to train in two (2) classifications per year.
- e) Upon completion of training as prescribed above, same shall be noted in employees' personnel record, with a copy to the employee.
- f) Posting procedure for training, agreed to by the Union and Management will be added at a later date; prior to implementation of training.

Section 6

Nothing contained herein shall limit the Union's right to appeal any or all of the above articles through the grievance procedure, should the Union believe the above has been violated.

XV. LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to economic necessity, lack of work or abolition of position because of changes in organization.
- (b) Order of Layoff:
 - 1. No permanent or probationary employee shall be laid-off from his/her position in his/her respective clerical, housing maintenance and general maintenance categories while any part-time, seasonal, temporary or provisional employees are serving in such union clerical, housing maintenance and general maintenance categories excluding Crossing Guards, Printer and

XV. LAYOFF AND RECALL (continued)

Parks and Recreation.

2. Permanent and probationary employees, in the event a layoff becomes necessary, shall exercise their seniority by replacing an employee with lesser seniority in his/her respective clerical, housing maintenance and general maintenance categories; subject to the exceptions as are contained in sub-paragraph (c) of this Article.
 3. Except as provided in sub-paragraph (c) of this Article, the layoff of probationary or permanent employees shall be in inverse order of seniority within the respective clerical, housing maintenance and general maintenance categories.
- (c) Exceptions to Seniority: The City may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City and the Union to discuss those questions or disputes involved in the layoff procedure. If agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore. Members of the negotiating committee, and all elected officials of the local union, shall, during their term of office, at the point where they would be subject to layoff, be retained at work, regardless of their seniority provided they are able to perform any remaining work satisfactorily.
- (d) Notice of Layoff: Employees to be laid off shall be given at least twenty-one (21) calendar days prior notice.
- (e) Preferred Eligible Lists:
1. An employee laid off or displaced shall have his/her name placed on a preferred eligible list, in order of seniority, for any position from which he/she was displaced.
 2. Names shall remain on such list for nine (9) months or length of seniority, whichever is greater unless removed as provided below. Employees shall be recalled from layoff or shall be restored to a position from which he/she was displaced, within his/her respective clerical, housing maintenance and general maintenance categories, before any other persons are selected for employment or promotion to such position.
 3. An employee on layoff shall have the right to apply for any vacant posted position in accordance with the provisions of the agreement.

XV. LAYOFF AND RECALL (continued)

- (f) Recall from Layoff:
 - 1. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
 - 2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- (g) Restoration to positions from which demoted
Employees to be restored to positions from which they had been displaced shall be given five (5) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.
- (h) Effective upon the date of the execution of this Agreement, and prior to the expiration thereof, no existing or newly hired unit employee will be terminated or laid off from unit work due to the City's contracting or sub-contracting of unit work. The City retains the right and authority hereunder to contract or sub-contract unit work so long as no such existing or newly hired unit employee is displaced thereby.

XVI. CALL-BACK AND EXCESS OF OVERTIME REST PERIODS

- (a) Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 1/2) times his/her regular rate.
- (b) Excess overtime is defined as any period of overtime work which does not allow an employee a minimum of four (4) hours rest or non-duty time between the end of such overtime and the commencement of the employee's next regularly scheduled work shift.

Employees shall be guaranteed a minimum of four (4) hours rest or off-duty time between the end of any excess overtime and the time the employee shall be required to report for duty on such next regularly scheduled work shift. During an emergency situation such as water main break, sewage stoppage, snow and ice removal, etc., the Employer can require the employee to remain on the job until the job is completed and the four (4) hours rest period shall then be taken before the end of the work day or the employee shall be paid for the time at straight time rate. Should the emergency job be completed near the beginning of the work shift with the mutual consent of the employee and the employer the four (4) hours rest period may be deferred until the hours before the close

XV. LAYOFF AND RECALL (continued)

- (f) Recall from Layoff:
 - 1. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
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XVI. CALL-BACK AND EXCESS OF OVERTIME REST PERIODS (continued)

of the work shift. If the overtime assignment is completed before the beginning of the regular shift, the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his/her regular rate of pay for each hour of such four (4) hour rest or off-duty period which falls between the commencement of his/her next regularly scheduled work shift and the hour that such employee is required to report thereupon.

- (c) The City, by department, shall exhaust the overtime list wherever possible in assigning call-back time. After exhausting such overtime list, then the employee contacted for emergency call-back is expected to appear for duty when requested of as soon as is physically possible as the case may be. Emergencies shall consist of snow and ice control operations, main breaks and other situations that require immediate attention.
- (d) The Union, AFSCME Local 290 and City Administration agree to adopt the following call-out plan for Crew Chiefs, effective March 1, 1985.

Crew Chiefs will be on a seven-man call-out rotation basis providing there is a full complement of Crew Chiefs and Superintendents.

Crew Chiefs will receive compensation at time and one-half their regular salary when actually called out to perform duties. Additionally, extra compensation of four hundred and fifty (\$450.00) dollars will be paid annually on the first pay of the month of December. Persons removed from call-out for whatever reason shall receive this pay on a prorata basis.

Crew Chiefs who actually work call-out will receive four hours of fatigue time provided they have worked eight (8) call-out hours or more. Fatigue time shall be taken on Friday of the week the call-out is worked.

XVII. PAYMENT OF BACK PAY CLAIMS

- (a) Back wages will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.
- (b) No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her proper pay rate.

XVIII. DISCIPLINE AND DISCHARGES

- (a) It is understood that the intent of disciplinary action shall be corrective in nature. Upon the employee's request the Union Steward or representative shall be present when disciplinary action is issued. Disciplinary actions or measures shall include the following:
- . . . oral reprimand
 - . . . written reprimand
 - . . . suspension (notice to be given in writing)
 - . . . discharge
- (b) Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee of the City of Inkster. It is understood that any of the aforesated disciplinary actions or measures may be imposed by the City on an employee depending upon the severity of the employee's conduct.
- (c) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) The employee, upon being confronted with a reprimand, is required to acknowledge notice of said reprimand by his/her signature. The signature of the employee on a reprimand is not to be construed as his/her agreement with the changes but is to be considered only that he/she has knowledge that such a reprimand is in existence.
- (e) The City shall not discharge any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairperson of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.
- (f) The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure.
- (g) Copies of all disciplinary action shall be provided to appropriate Union Steward or Union Representative.
- (h) In imposing any discipline on a current charge, the employer cannot base its decision on any prior infraction of the City rules and regulations which occurred more than eighteen (18) months previously.

XIX. HOLIDAY PROVISIONS

- (a) Paid holidays, per year, for the duration of this contract shall be:

New Year's Day
Martin Luther King's Birthday (January 15th)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Full Day After Thanksgiving Day
Good Friday
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday
One Floating Holiday may be taken upon request with the approval of the supervisor.

When a holiday falls on a Saturday or Sunday, the first working day following the holiday shall be observed as the holiday; this may be modified by mutual agreement between the Union and the City.

- (b) Payment for holidays heretofore agreed upon shall be paid in the same manner as though worked and at the regular rate of pay provided:

That the employee shall have been eligible for full compensation on the regular schedule of work shift prior and the work shift after the holiday; such prior or after compensation having been for:

Regular work shift attendance or paid leave such as vacation, sick, bonus (personal), jury service or emergency and funeral.

An employee whose sick leave days are exhausted and who works the day before or after the holiday shall receive pay provided said employee properly notifies the employer of the illness and submits fair evidence of the need for the day off for illness.

- (c) The City of Inkster and AFSCME Local 290 agree that Martin Luther King's Birthday will be celebrated on the Federal Holiday in January as long as it exists as a Federal Holiday, otherwise it will be celebrated on January 15.

XX. DISABILITY LEAVE

1. Duty Disability Leave

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers' Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid in writing.
- (c) Employees on duty disability leave shall not accrue sick leave and shall cease to accrue benefits after fifty-two weeks of disability leave.
- (d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

1. Duty Disability Leave (continued)

- (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers' Compensation injury.
- (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll, and separate from Workers' Compensation payments. The employee's seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee in which the City is the intermediate holder (credit union, dependent-student hospital/medical payments) shall also be continued.
- (3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers' Compensation and their normal weekly

XX. DISABILITY LEAVE (continued)

net earnings to the extent of accrued sick leave only.

- (e) Benefits provided for in this section apply only to seniority and probationary employees.

2. Non-Duty Disability Leave

- (a) A leave of absence without payment from the City required as a result of the employee incurring a non-duty illness or injury while in the employ of the City.

Eligibility - Full time permanent salaried employees not yet age 70. New employees covered on first of month following employment. All qualified employees must participate.

- (b) The City will secure group insurance coverage to provide employees with income protection during the period of their disability.

2. Non-Duty Disability Leave (continued)

- (c) Coverage to be provided is:

- 1) Short term - 13 week S/A with 60% of weekly base salary up to a maximum of \$350.
 - a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.
 - b) Copy of policies will be supplied to the union steward upon request.
 - c) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.
 - d) City and employees to share premium cost on a 50/50 basis.
- 2) Long term - 91st day to age 70 with 60% of monthly base salary up to a maximum benefit of \$1,300.
 - a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.

X. DISABILITY LEAVE (continued)

- b) Copy of policies will be supplied to the union steward upon request.
- c) Monthly benefits under LTD for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in normal duties due to sickness or accidental bodily injury. If the employee is certified by a qualified physician as being unable to engage in any qualified occupation for which he/she is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- d) City and employees to share premium cost on a 50/50 basis.

X 2. Non-Duty Disability Leave (continued)

- e) Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and employer sponsored benefits.
- f) Under LTD benefits no evidence of insurability will be required.
- g) Maximum duration - Sickness and accident to age 70.
- h) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

Those persons that have been maintained on LTD by the City under the expired contract will continue to be maintained without any reduction in benefit levels.

XXI. EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his/her immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.

XXI. EMERGENCY AND FUNERAL LEAVE (continued)

- (b) "Immediate family" as applied to Section (a) is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, and legal guardian or have legal guardianship of.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency may be granted as an advance in sick leave accumulation upon the approval of the City Manger.
- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the family, upon the recommendation of the immediate supervisor and approval of the City Manager. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one day of funeral leave shall be allowed for travel.
- (e) "Immediate family" as applied to Section (d) is defined as wife, husband, child, brother, sister, brother and sister-in-law, parent and parent-in-law, grandparents and legal guardian or have legal guardianship of. Funeral leave for immediate family is not chargeable to sick leave credits.
- (f) Should a death of his/her immediate family occur while an employee is on a scheduled vacation leave, he/she shall be eligible to receive those benefits provided that he/she notifies the City prior to the date of the funeral.
- (g) If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to use accrued vacation time in lieu of accumulated sick leave.
- (h) Subject to the discretion of the Supervisor, the City will allow up to four (4) employees who wish to attend the funeral or serve as a pallbearer at a funeral of a fellow employee or former employee who will be paid during the time they must be off the job not to exceed eight (8) hours. Other employees may attend the funeral subject to the discretion of the City Manager, but will not be paid for the time they must be off the job which time shall not exceed eight (8) hours.
- (i) Additional leave may be a granted in special cases subject to the approval of the City Manager.

XXII. JURY LEAVE

Any regular employee shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.

XXIII. LEAVE OF ABSENCE - WITHOUT PAY

- (a) Department Heads may grant leaves of absence without pay to regular employees for periods up to sixty (60) working days. Leaves in excess of sixty (60) working days must be approved by the City Manager.
- (b) A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired, however, the City Manager may make exceptions in emergency situations.
- (d) No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.

XXIV. MATERNITY LEAVE

- (a) A pregnant woman shall be entitled to a leave of absence in accordance with her doctor's recommendation, not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt of the written notification, to her former position, if she returns to work within four (4) months after delivery. If the employee does not return to work within the four (4) months after delivery, but within the one (1) year maternity leave period, employee shall, within two (2) weeks of written notification, be reinstated to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave. Further, both parties agree that they shall conform to the law as it exists during the term of the contract.

XXIV. MATERNITY LEAVE (continued)

- (b) There shall be no accrual of seniority for an employee on leave of absence that exceeds the employee's seniority at time of leave outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- (c) Employees on maternity leave shall receive the following paid benefits:
 - Hospitalization
 - LTD Premium
 - Life Insurance
 - Use of any Accrued Vacation and Sick Leave
- (d) Upon employee's request, a child care leave of absence without pay shall be granted to an employee. Such leave shall commence upon expiration of maternity leave, or upon providing the Employer with proof of a newly adopted child, or upon submission to the Employer of proof of the birth of one's child. Such leave shall not exceed four (4) months. Upon return from a child care leave, the employee shall be reinstated to the position held at the time the leave was granted.

XXV. MILITARY LEAVE

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty.

XXVI. SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

- (a) The amount of sick leave shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed ninety (90) days for any employee. All days in excess of ninety (90) days are to be bought out by the City at a rate of forty (40%) percent of their current June 30th wage rate payable 1st payroll in December. No payout for any one employee will exceed twenty-five hundred (2,500) dollars in one year. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he/she shall have completed his/her probationary period at which time he/she shall be credited with the number of hours he/she will have earned during his/her probationary period of service. Except for job-incurred disabilities,

XXVI. SICK LEAVE (continued)

an employee who has not served his/her probationary period of service shall not be paid for his/her absence due to illness. Employee shall receive credit for a month worked for every month in which he/she worked or received compensation for fifteen (15) work days of that month as is current practice.

- (b) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.
- (c) A certification of illness or injury from a physician of the City Manager's choosing, at the City's expense may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- (d) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.
- (e) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his/her particular shift on the first day of his/her absence, unless other reporting agreements are made between the employee and his/her department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.
- (f) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
- (g) When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed three (3) years or his/her seniority, whichever is less. If, at the end of that time, employee is still unable to return to work, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he/she has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his/her seniority.

XXVI. SICK LEAVE (continued)

- (h) Upon retirement an employee, or upon death the employee's estate, shall receive cash payment at his/her currently daily regular rate of pay, excluding premium rates, for 100% of his/her accumulated sick time-- but not to exceed ninety (90) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.
- (i) Employees who use not more than five (5) days sick leave and/or leave without pay per year shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave the employer shall receive at least twenty-four (24) hours notice.
- (j) During any period an employee is off on a medical leave of absence, medical and life insurance will be continued in full force by the employer at the group rate for a period not to exceed ninety (90) days.

XXVII. VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- (a) All regular employees with more than six (6) months but less than one (1) year seniority at the end of the fiscal year shall receive a pro-rata vacation at the rate of 12 days per year. Regular employees with more than one (1) year seniority--the following schedule shall apply which shall be computed on a fiscal year basis.

	DAYS PER MONTH	DAYS PER YEAR
Beginning 2nd year of seniority	1.00	12
Beginning 4th year of seniority	1.08	13
Beginning 7th year of seniority	1.33	16
Beginning 10th year of seniority	1.50	18
Beginning 15th year of seniority	1.75	21
Beginning 19th year of seniority	1.83	22
Beginning 21st year of seniority	1.92	23

Effective on July 1, 1997, the following schedule shall apply which shall be computed on a fiscal year basis.

	DAYS PER MONTH	DAYS PER YEAR
Beginning 2nd year of seniority	1.00	12
Beginning 4th year of seniority	1.08	13
Beginning 6th year of seniority	1.17	14
Beginning 7th year of seniority	1.42	17
Beginning 10th year of seniority	1.50	18
Beginning 15th year of seniority	1.75	21
Beginning 19th year of seniority	1.83	22
Beginning 21st year of seniority	1.92	23
Beginning 26th year of seniority	2.00	24

No employee shall lose any vacation benefits during the term of this contract as a result of changes in this sub-section.

XXVII. VACATION LEAVE (continued)

On April 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30).

- (b) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 15 work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (c) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he/she completes his/her probationary period retroactive to the start of such probationary period.
- (d) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the City Manager.
- (e) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to City-wide seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.
- (f) Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third week of vacation leave earned by ten-year service employees shall be at the discretion of the department head so that such third week schedule does not conflict with vacation leave requests of employees with less than ten years service.
- (g) Employees shall be entitled to vacation pay in any of the following instances:
 - 1. Any regular employee, who gives proper notice (ten working days) regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time, as of date of separation.

XXVII. VACATION LEAVE (continued)

2. Any regular employee, who is placed on indefinite layoff or separated from the City shall be paid his/her accrued and unused vacation time.
 3. Any employee who has served six months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the rate of one day per month, with a maximum not to exceed the (10) days, paid to him/her at the time he/she leaves the City to enter Military Service.
 4. By mutual agreement between the City Manager and the employee, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay. Such agreement shall be reduced to writing.
- (h) Employees shall not be entitled to accrued vacation pay if any of the following applies:
1. If an employee separates himself/herself from the City by reason of absence without leave.
 2. If an employee fails to give at least ten (10) working days notice in advance of termination date.
 3. If a probationary employee leaves the employ of the City before completing his/her probationary period.

XXVIII. HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and their family. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% paid by the City. However, employees who retire after 6-1-97 shall be granted a freeze on the dollar amount of their portion of health insurance premiums as of the date of retirement, and any increase in said premiums which may be imposed after retirement shall be borne by the City.
- (b) The City shall provide coverage equal to or better than described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.
- (c) Coverage of the employee's family shall include the employee, spouse and children under age 18.

XXVIII. HOSPITALIZATION INSURANCE (continued)

- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixty (60) days after the date of signing this contract.

XXIX. LIFE INSURANCE

- (a) The City shall contribute the full cost of providing term life insurance to all regular employees in the amount of twenty thousand dollars (\$20,000) value upon the death of said employee. One thousand dollars (\$1,000) of additional life insurance coverage shall be provided for employees whose salaries exceed twenty thousand dollars (\$20,000) in increments of one thousand dollars (\$1,000).
- (b) This insurance shall include double amount of coverage for accidental death and dismemberment.
- (c) Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employee with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of \$5,000 (five thousand dollars).

XXX. UNION BUSINESS

- (a) Regular employees elected to any Union office may, at the discretion of the City and upon written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union. Leaves granted for Union officers shall be without pay and written request from the Union for such leave must be submitted to the City Manager at least thirty (30) days prior to the starting date of said requested leave of absence.

Two representatives of the Union, elected as Local Union delegates to conventions shall be granted five days a year with pay. Also, two Union representatives may be granted three days a year with pay to attend Union functions within a two-hundred mile radius from the City of Inkster.

- (b) Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted a leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the City Manager upon written request of the Union.

XXX. UNION BUSINESS (continued)

- (c) Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interests of the City by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he/she will return to this original position upon return of the employee on such leave of absence for Union Business.
- (d) Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- (e) The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.
- (f) Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the City Manager -- and if denied, shall be subject to a special conference.

XXXI. SAFETY COMMITTEE

A Safety Committee of employees and Employer representative is hereby established. This committee will include two (2) representatives of the Union and two (2) Employer representatives as designated by the City Manager, and shall meet generally once a month at the request of either party during the regular working hours, for the purpose of making recommendations to the City Manager.

The Safety Committee shall prepare rules regarding procedures to be followed in processing complaints regarding unsafe equipment and/or work methods. Employee shall not be held responsible for equipment which has been reported to the foreman as mechanically defective. The Employer will develop a safety program which will include the close inspection and repair by qualified personnel of all equipment.

XXXII. SPECIAL CONFERENCES

- (a) Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within five (5) working days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall

XXXII. SPECIAL CONFERENCES (continued)

be represented by not more than three (3) persons at special meetings.

- (b) The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made.
- (c) Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing over-time, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

XXXIII. BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of Union in a non-public area of related public buildings mutually agreed upon by the union and the City Manager. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other location other than as designated.

XXXIV. UNIFORMS

- (a) All employees who are presently receiving uniforms i.e., Ordinance Officers, Animal Warden, Public Housing maintenance employees will continue to receive uniforms as they presently received.
- (b) Effective July 1, 1998, all DPS employees who presently receive a uniform allowance shall have their uniform allowance increased from \$150.00 per fiscal year to \$300.00 per fiscal year. This allowance shall serve as reimbursement for purchase, maintenance and replacement of uniforms as required under the departmental rules and regulations. This allowance will be paid in full the 1st pay in October. New permanent employees shall receive a uniform allowance prorated over the amount of time left in the year in which they entered the department.

If an employee terminates their employment during the year, they shall return their unearned prorated share of the uniform allowance.

XXXV. JOB CLASSIFICATION AND PAY PLAN

(a) City employees covered by this contract are assigned to classification titles and pay grades:

1. Table I indicates the classification titles together with their pay grade assignment.
2. Table II is the annual salary table consisting of pay grades. The normal salary sequence is as follows:

New employees would enter at the pay grade assigned to their classification at Step 1, and will advance to Step 1 1/2 after completion of six months service.

After the completion of an additional six months service, the new employee will advance to Step 2.

After completion of an additional twelve months of service, the employee will advance to Step 3.

Completion of an additional twelve months of service will advance the employee to Step 4.

An employee promoted from one classification to another which holds a higher pay grade will advance to the step of the new pay grade which conforms to his/her seniority in City service and will advance from such step to maximum in such promotional grade in accordance with such City seniority.

PAY TITLE AND GRADES

- (a) July 1, 1994 - June 30, 1995 - 0%
- (b) July 1, 1995 - June 30, 1996 - a 3% salary increase will be applied to all grades and steps.
- (c) July 1, 1996 - June 30, 1997 - a 3% salary increase will be applied to all grades and steps.
- (d) July 1, 1997 - June 30, 1998 - a 2% salary increase will be applied to all grades and steps.
- (e) July 1, 1998 - June 30, 1999 - a 3% salary increase will be applied to all grades and steps.

XXXV. JOB CLASSIFICATION AND PAY PLAN (continued)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Account Clerk I	28
Maintenance Clerk	28
Clerk Typist	29
Clerk Typist /Purchasing	31
Secretary I	31
Account Clerk I/Property Records Clerk	31
Account Clerk II	31
Data Entry Clerk	31
Housing Aide II	31
Custodian I	31
Account Clerk II/Accounts Payable	34
Custodian II	34
Animal Warden	34
Code Enforcement Officer	34
Maintenance Serviceperson I	34
Account Clerk III	35
Payroll and Benefit Specialist	35
Secretary II	35
Lead Computer Operator	35
Park Maintenance Person I	35
Laborer	35
Housing Aide III	35
Equipment Operator I	36
Water/Sewer Maintenance Person	36
Maintenance Serviceperson II	36
Park Maintenance Person II	37
Pumping Station/Sewer Maintenance Person	37
Water/Meter Serviceperson	37
Equipment Operator II	39
Sign Painter/Maintenance Person	39
Water/Sewer Utility Person	39
Equipment Repairperson	41
Utility Equipment Mechanic	41
Senior Utility Operator	41
Maintenance Serviceperson III	41
Senior Draftsperson	43
Crew Chief	43

SALARY RATE SCHEDULE

A 0% increase applied to grade and step rate schedule applicable to AFSCME - City contract for the period of July 1, 1994 through June 30, 1995 is as follows:

GRADE	STEP 1	STEP 1 1/2	STEP 2	STEP 3	STEP 4
28	16,671 7.98	17,968 8.61	18,399 8.81	20,293 9.72	21,333 10.22
29	17,113 8.20	18,399 8.81	18,863 9.03	20,811 9.97	21,853 10.47
31	17,963 8.60	19,328 9.26	19,821 9.49	21,853 10.47	22,965 11.00
34	19,351 9.27	20,813 9.97	21,343 10.22	23,558 11.28	24,740 11.85
35	19,826 9.50	21,343 10.22	21,872 10.48	24,147 11.56	25,361 12.15
36	20,327 9.74	21,872 10.48	22,433 10.74	24,740 11.85	25,985 12.44
37	20,833 9.98	22,433 10.74	22,998 11.01	25,361 12.15	26,648 12.76
39	21,885 10.48	23,537 11.27	24,153 11.57	26,648 12.76	27,972 13.40
41	23,002 11.02	24,750 11.85	25,388 12.16	27,972 13.40	29,395 14.08
43	24,171 11.58	26,012 12.46	26,635 12.76	29,395 14.08	30,886 14.79

SALARY RATE SCHEDULE

The 3% increase applied to grade and step rate schedule applicable to AFSCME - City contract for the period of July 1, 1995 through June 30, 1996 is as follows:

GRADE	STEP 1	STEP 1 1/2	STEP 2	STEP 3	STEP 4
28	17,171 8.22	18,507 8.86	18,951 9.08	20,902 10.01	21,973 10.52
29	17,626 8.44	18,951 9.08	19,429 9.31	21,435 10.27	22,509 10.78
31	18,502 8.86	19,908 9.53	20,416 9.78	22,509 10.78	23,654 11.33
34	19,932 9.55	21,437 10.27	21,983 10.53	24,265 11.62	25,482 12.20
35	20,421 9.78	21,983 10.53	22,528 10.79	24,871 11.91	26,122 12.51
36	20,937 10.03	22,528 10.79	23,106 11.07	25,482 12.20	26,765 12.82
37	21,458 10.28	23,106 11.07	23,688 11.34	26,122 12.51	27,447 13.15
39	22,542 10.80	24,243 11.61	24,878 11.91	27,447 13.15	28,811 13.80
41	23,692 11.35	25,493 12.21	26,150 12.52	28,811 13.80	30,277 14.50
43	24,896 11.92	26,792 12.83	27,434 13.14	30,277 14.50	31,813 15.24

SALARY RATE SCHEDULE

The 3% increase applied to grade and step rate schedule applicable to AFSCME - City contract for the period of July 1, 1996 through June 30, 1997 is as follows:

GRADE	STEP 1	STEP 1 1/2	STEP 2	STEP 3	STEP 4
28	17,686 8.47	19,062 9.13	19,520 9.35	21,529 10.31	22,632 10.84
29	18,155 8.69	19,520 9.35	20,012 9.58	22,078 10.57	23,184 11.10
31	19,057 9.13	20,505 9.82	21,028 10.07	23,184 11.10	24,364 11.67
34	20,530 9.83	22,080 10.57	22,642 10.84	24,993 11.97	26,246 12.57
35	21,034 10.07	22,642 10.84	23,204 11.11	25,617 12.27	26,906 12.89
36	21,565 10.33	23,204 11.11	23,799 11.40	26,246 12.57	27,568 13.20
37	22,102 10.59	23,799 11.40	24,399 11.69	26,906 12.89	28,270 13.54
39	23,218 11.12	24,970 11.96	25,624 12.27	28,270 13.54	29,675 14.21
41	24,403 11.69	26,258 12.58	26,935 12.90	29,675 14.21	31,185 14.94
43	25,643 12.28	27,596 13.22	28,257 13.53	31,185 14.94	32,767 15.69

SALARY RATE SCHEDULE

The 2% increase applied to grade and step rate schedule applicable to AFSCME - City contract for the period of July 1, 1997 through June 30, 1998 is as follows:

GRADE	STEP 1	STEP 1 1/2	STEP 2	STEP 3	STEP 4
28	18,040 8.64	19,443 9.31	19,910 9.54	21,960 10.52	23,085 11.06
29	18,518 8.87	19,910 9.54	20,412 9.78	22,520 10.79	23,648 11.33
31	19,438 9.31	20,915 10.02	21,449 10.27	23,648 11.33	24,851 11.90
34	20,941 10.03	22,522 10.79	23,095 11.06	25,493 12.21	26,771 12.82
35	21,455 10.28	23,095 11.06	23,668 11.34	26,129 12.51	27,444 13.14
36	21,996 10.53	23,668 11.34	24,275 11.63	26,771 12.82	28,119 13.47
37	22,544 10.80	24,275 11.63	24,887 11.92	27,444 13.14	28,835 13.81
39	23,682 11.34	25,469 12.20	26,136 12.52	28,835 13.81	30,269 14.50
41	24,891 11.92	26,783 12.83	27,474 13.16	30,269 14.50	31,809 15.23
43	26,156 12.53	28,148 13.48	28,822 13.80	31,809 15.23	33,422 16.01

SALARY RATE SCHEDULE

The 3% increase applied to grade and step rate schedule applicable to AFSCME - City contract for the period of July 1, 1998 through June 30, 1999 is as follows:

GRADE	STEP 1	STEP 1 1/2	STEP 2	STEP 3	STEP 4
28	18,581 8.90	20,026 9.59	20,507 9.82	22,619 10.83	23,778 11.39
29	19,074 9.14	20,507 9.82	21,024 10.07	23,196 11.11	24,357 11.67
31	20,021 9.59	21,542 10.32	22,092 10.58	24,357 11.67	25,597 12.26
34	21,569 10.33	23,198 11.11	23,788 11.39	26,258 12.58	27,574 13.21
35	22,099 10.58	23,788 11.39	24,378 11.68	26,913 12.89	28,267 13.54
36	22,656 10.85	24,378 11.68	25,003 11.97	27,574 13.21	28,963 13.87
37	23,220 11.12	25,003 11.97	25,634 12.28	28,267 13.54	29,700 14.22
39	24,392 11.68	26,233 12.56	26,920 12.89	29,700 14.22	31,177 14.93
41	25,638 12.28	27,586 13.21	28,298 13.55	31,177 14.93	32,763 15.69
43	26,941 12.90	28,992 13.89	29,687 14.22	32,763 15.69	34,425 16.49

XXXVI. PAY CHANGES

- (a) Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.
- (b) Definitions for purpose of this Article:
1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
 2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
 3. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
 4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
 5. Salary Step Increases shall mean an increase in compensation to the next higher step in the same pay range.
 6. Acting Assignment shall mean an assignment for a limited period not to exceed thirty (30) consecutive days. The Acting Assignment may be extended beyond thirty (30) days by a mutual consent agreement between the Employer and the Union.
- (c) Anniversary dates for pay change purposes:
- Establishment:
1. Original Employment and Re-employment: The date one year after the beginning of the probationary period and the corresponding date each year thereafter.
 2. Promotion: The date one year after the beginning of the probation period and the corresponding date each year thereafter.
 3. Transfer: The anniversary date remains unchanged.
 4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
 5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

XXXVI. PAY CHANGES (continued)

6. Postponement of Anniversary Date: Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.
- (d) Compensation Determinations:
1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.
 2. End of Probation: The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second step in his/her range, the increase is not automatic.
 3. Anniversary Date --
 - a. At the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall receive a salary step increase on such date provided one year has lapsed since the last increase.
 4. Employees on acting assignment to a higher position class shall be paid after seven (7) days at the salary step the employee is being paid at before such acting assignment is made.
 5. Transfers: An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
 6. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

XXXVI. PAY CHANGES (continued)

- (e) Effective Date of Changes in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

XXXVII. LONGEVITY PAY

- (a) Longevity Pay will be paid employees according to the following schedule based on the service as an employee of the City of Inkster.

After Three years service \$75.00
Four to Five years service 75.00 + \$20 each year
Six years service 75.00 + \$25 each year
Seven to Twelve years service 75.00 + \$30 each year
Thirteen to Twenty years service 75.00 + \$35 each year

Maximum total ----- \$650.00

- (b) Longevity Pay will be paid once a year in July for employees eligible for longevity on November of 1961 and on the anniversary date for all employees thereafter.

This schedule becomes effective as of July 1, 1986.

XXXVIII. CREDIT UNION SERVICE DEDUCTION

All credit union payroll deductions shall be transmitted to the credit unions within seven (7) calendar days of the payroll deduction.

Furthermore, employees may only amend their credit union deductions five (5) times per year.

XXXIX. PENSION PROGRAM IMPROVEMENT

- (a) Normal Retirement Income - Amount - Effective on and after July 1, 1998, the yearly amount of such participant's normal retirement income will be equal to 2.25% of the Participant's Final Earnings multiplied by the number of the employee's years of credited service.
- (b) Effective July 1, 1998, the amount of each participant's contribution shall be increased from 3% to 5% of earnings for the above improvement.
- (c) Credited Interest - For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five (5%) percent per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.

XXXIX. PENSION PROGRAM IMPROVEMENT (continued)

- (d) The City of Inkster adopts an early retirement program for all AFSCME Local 290 bargaining unit employees under the following terms and conditions:
1. That any union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age and has a minimum of twenty-five (25) years of service with the City shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on January 1, 1988.
 2. That any union employee who is a member of the general retirement system of the City of Inkster that has a minimum of thirty (30) years of service with the City and thirty (30) years participation within the pension program shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on July 1, 1989.
 3. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half (1/2) of one (1%) percent, for each month by which the retirement date precedes his/her normal retirement date.
 4. All provisions regarding the early retirement program are subject to the provisions of the Income Retirement Plan as prepared by the City's pension program administrators.
 5. The above improvements are made without increases in the employees contribution rate.
- (e) Effective July 1, 1988, service after participant's normal retirement date, in excess of three years, will not be excluded from credited service.
- (f) Effective July 1, 1989, in case of death of a union member who has a minimum of ten (10) years of vested participation in the pension plan, the employee's spouse shall at his/her option elect to collect 50% of the deceased employee's vested pension. This benefit is effective at normal retirement age of the deceased employee.

The above improvements are made without increases in the employee contribution rate.

XL. DENTAL INSURANCE

The parties agree that if any other unit in the City receives dental insurance benefits, then this unit shall also receive the same benefit.

XLI. COST OF LIVING

The parties agree that if any other unit in the City receives cost of living benefits, then this unit shall also receive the same benefit.

XLII. ADDITIONAL FRINGES

Improvement in or additional programs of medical and life insurance, made available to other bargaining units of this City shall be made available to AFSCME Local 290 of the City of Inkster and shall automatically be applied to this unit.

XLIII. FAMILY MEDICAL LEAVE ACT (FMLA)

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. It is further understood the FMLA does not affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA will be calculated on a fiscal year.

XLIV. NOTIFICATION

The Union shall be notified in writing of all hiring of new employees within five (5) working days of the date of hiring. Such notifications shall include classification, rate of pay and name. Notification to be sent to the Chief Steward as directed by the Union.

XLV. DURATION

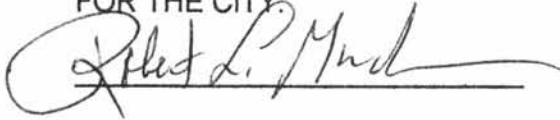
This Agreement shall become effective as of the 1st day of July, 1994 and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) of June, 1999 and from year to year thereafter unless either party hereto shall notify the other in writing by April 1st prior to the expiration date of the Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the City Manager, 2121 Inkster Road, Inkster, Michigan or to any such address as the Union or the City may make available to each other.

XLVI. EXTENSION

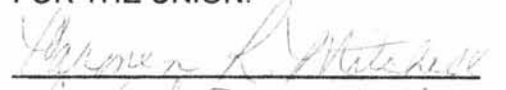
In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 3rd day of December, 1998.

FOR THE CITY:

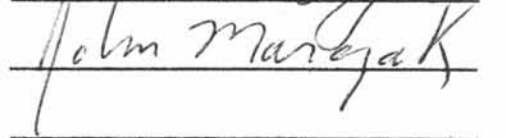


FOR THE UNION:









4/26/97
Attach to
Contract.

LETTER OF UNDERSTANDING

In Settlement of Grievance No. 93-290-003-101
Log No. A 2352729093

In the interest of good labor relations, the parties in settlement of the above referenced matter agreed to the following:

As of January 18, 1994, the City of Inkster, MI and AFSCME Local 290 agree that effective as of this date, the City will abide by all terms of Article XII of the local agreement.

Any seasonal, provisional, temporary and part-time employees working in an AFSCME position shall be added to the bargaining unit upon the completion of ninety (90) calendar days of employment and said time worked shall serve as their probationary period.

The foregoing provision shall be applied hereafter consistent with Article XII a, b and f of the existing contract.

On a case by case basis the union agrees to meet with the employer in good faith to discuss the possibility of waiving the ninety (90) calendar day period.

CITY

Robert L. Hud

John K. Lyons

UNION

Bob & Audrey

Carmen A. Mitchell
Albert D. Mitchell

DATED: 1-18-94

LETTER OF UNDERSTANDING

AMERICANS WITH DISABILITIES ACT (ADA)

This contract shall be in compliance with the Americans With Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. The City and Union will meet as necessary during the term of this contract to discuss and reach an agreement regarding any specific problems which may arise in complying with the ADA.

Carmen A. Mitchell
Bud L Avery
John Marjak
Gregory Wittenski
Vecki L Zimmicki

Robert L. Mud
Jerry Colwell
James Klobuchas

Dated 2/11/97

LETTER OF UNDERSTANDING

VIOLENCE IN THE WORK FORCE

The City and the Union agree to work closely together to decrease and eliminate instances of personal conflict in the work place which lead to arguments, sexual and racial harassment, and discrimination and can lead to uncontrolled anger and violence. While the parties acknowledge that such conflicts seem to be on the increase in society at large, they agree that such behavior will not be tolerated in the work place by either party.

The parties agree that current efforts being taken by the City to schedule all employees for diversity and sexual harassment training are necessary and helpful in curbing the behaviors cited above and should be continued.

Carmen A. Mitchell

Bob L. Auley

John Marczak

Gregory Williams

Vicki K. Zimnicki

Robert L. Mud

Jerry Colwell

James Klobuchas

DATED 2/11/97

TENTATIVE AGREEMENT

LETTER OF UNDERSTANDING
CLASSIFICATION UPGRADES/TREASURER'S OFFICE

Effective July 1, 1997, the City and Union agree that the position of Clerk Typist (Purchasing) will be upgraded from a salary grade 29 to 31; and the position of Account Clerk II (Accounts Payable) will be upgraded from a salary grade 31 to 34.

FOR THE UNION

Carmen K. Metcalfe
Bob A. Avery
John Marozak
Hugues L. Leduc

FOR THE CITY

Robert L. And
Suzanne Brown
James Klobuch

DATED: 4/3/98

TENTATIVE AGREEMENT

LETTER OF UNDERSTANDING
HALF DAY VACATION IN DPS

The City Administration agrees to be more relaxed on approving DPS vacation schedules in 1/2 day increments while still maintaining a satisfactory workforce. The City and the Union agree to meet six (6) months after ratification to discuss any problems.

FOR THE UNION

Carmen R. Mitchell
Paul J. Sney
John Marozak
Gregory Witten Sr.

FOR THE CITY

Robert L. Mark
Dorey Brown
James Klobuchas

DATED: 4/3/98

TENTATIVE AGREEMENT

LETTER OF UNDERSTANDING

1. The position of Junior Accountant will not be included in the bargaining unit. Should the position of Junior Accountant become vacant, members of the bargaining unit who meet the qualifications shall be given preference over new hires.
2. A clerical position in the Fire Department will be established and negotiated with the Union.

FOR THE UNION

Carmen Mitchell
Bud Sweeney
John Marozak
Gregory Witten

FOR THE CITY

Robert L. Muhl
Suzanne Brennan
James M. Moulton

DATED: 4/3/98

CITY OF INKSTER

DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING

PROGRAM AND POLICY STATEMENT

POLICY STATEMENT

It is the policy of the City of Inkster to comply with the State and Federal Commercial Driver's License Law. The drug and alcohol testing program and policy will be implemented by January 1, 1996. Inkster is committed to our workers' and citizens' safety and accordingly want to ensure that everyone works safely and provides a safe working environment for all.

Since drug and alcohol abuse is a problem that can affect everyone's safety, the Department of Transportation has issued a ruling for persons carrying a Commercial Driver's License (CDL) requiring the drug and alcohol testing described in this policy.

DEPARTMENT OF TRANSPORTATION APPLICATION

The following Department of Transportation (DOT) drug/alcohol testing program applies to Inkster applicants, employees, contractors or other personnel on the job site who perform operations and maintenance of equipment, emergency response functions, transportation and work requiring a CDL by the DOT. These individuals are considered to be performing "safety sensitive functions". Applicants for safety sensitive functions will be notified that they must pass a DOT drug screening prior to a position being offered.

GENERAL INFORMATION

All employees in positions requiring a CDL will be furnished a copy of this policy.

Employees will be tested for the following drugs:

- | | | |
|--------------|-----------------|------------------------|
| 1. Marijuana | 3. Opiates | 5. Phencyclidine (PCP) |
| 2. Cocaine | 4. Amphetamines | 6. Alcohol level |

Time for testing shall be deemed as work time for the purpose of compensation and benefits.

Employees who test positive will be referred to the City Employee Assistance Program (EAP) for an evaluation by a substance abuse professional. Employees who engage in any conduct prohibited by the Department of Transportation rules on drugs and alcohol shall be advised of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances.

I. Department of Transportation (DOT) Drug/Alcohol Testing

A. Definition

1. Pre-placement: All internal and external applicants must pass a drug test before they can perform work in any of the safety sensitive positions.

No employee may perform safety sensitive work for the City unless the individual has passed a drug/alcohol screening test or is covered by an anti-drug/alcohol program that conforms to the requirements of the law.

2. On Duty Use: The Department of Transportation prohibits a safety sensitive employee from using drugs or alcohol while performing safety sensitive functions.

The Employer having actual knowledge that a safety sensitive employee is using drugs or alcohol while performing safety sensitive functions shall not permit the employee to perform or continue to perform safety sensitive functions.

3. Pre-Duty Use: The Department of Transportation prohibits a safety sensitive employee from using drugs/alcohol within four hours prior to performing safety sensitive functions, or if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty.

The Employer having actual knowledge that a safety sensitive employee has used drugs or alcohol within four hours prior to performing safety sensitive functions or within the time period after the employee has been notified to report to duty shall not permit that employee to perform safety sensitive functions.

B. Violations

External Applicants who fail the screening test will be ineligible for employment consideration with Inkster.

Internal Applicants for safety sensitive positions who fail the screening test will be subject to the appropriate corrective action.

II. Random Drug/Alcohol Testing Policy

A. Definition

The selection of those to be randomly tested will be done by an outside agency which has experience and by a scientific valid method in random sampling. The program is designed so that there is a random testing rate of 50% drug and 25% alcohol of the total covered consortium population per year. When a test is to be given, the agency will provide the Employee I.D. numbers of those to be tested to the Personnel Manager, who in turn will identify the employees by name and notify the appropriate supervisor for scheduling. Random testing will be unannounced.

The random selection process will be administered so that an individual completing a test at any given time will be immediately eligible for a selection in another unannounced random test.

Testing will be administered on varying weeks of the month, days of the week and times of the day.

The random pool will include all employees that perform work in any of the safety sensitive positions and those employees required to have a Commercial Driver's License.

Additionally, any employee subject to DOT drug/alcohol testing who is randomly selected for a test twice during the same absence from work must be tested before he/she can be returned to a safety sensitive position. Pending the receipt of the testing results, the affected employee will remain at his/her position.

B. Violation of Random Testing Policy

1. If an employee refuses to take a random drug/alcohol test or in some way attempts to avoid a random test, the employee will be informed by his/her supervisor that failure to take the test will mean a "positive" drug test and he/she will be subject to the appropriate corrective action being taken. Union employees will be provided with union representation. It shall be the policy of the City of Inkster that employees who violate the provisions of this policy or the implementing procedures will be subject to the appropriate corrective action, up to and including discharge.

2. Employees who are tested on a random basis and whose test reveals the use of the listed drugs, and/or an alcohol level of 0.02 and above, will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.

III. DOT Post Accident Criteria

A. A qualifying accident shall be defined as:

1. Anytime there is a fatality involved.
2. Anytime there is medical care or towing and a citation is issued to the employee.

B. Violations of DOT Post Accident

In the event the employee involved in a qualifying accident as defined above tests positive for drugs or alcohol, the employee(s) will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.

IV. DOT CDL Reasonable Suspicion Testing

A. Definition

The City will require an employee to be tested when the employee's conduct has given rise to a reasonable suspicion that the employee is under the influence of drugs or alcohol. The decision to test must be based on specific observations, concerning the appearance, behavior, speech or body odors of the employee or other physical behaviors or performance indicators of probable drug or alcohol use.

The required observations for drugs or alcohol shall be made by a supervisor or City Administrator (s) trained in accordance with this part.

B. Violations

Any employee who fails to complete and sign the donor section of the drug custody form and employee section of the breath alcohol form will be subject to the appropriate corrective action. (see attached approved forms)

If an employee tests positive for drugs or alcohol as a result of reasonable suspicion under this policy, the employee will be removed from the safety sensitive position immediately and the appropriate

corrective action will be taken.

V. Prescribed Procedure for Drug and Alcohol Testing

A. Definition

The prescribed procedure for drug testing by urinalysis and alcohol testing by breath alcohol test (BAT) will be established by the City designated medical testing authority and determined by the Medical Review Officer.

B. Method of Testing

Alcohol testing will be done using evidential breath testing equipment. Two breath tests are required to determine if a person has a prohibited alcohol concentration, a screening test and a confirmatory test if the screening test measures 0.02 or above. The tests shall be performed by a trained Breath Alcohol Technician (BAT), who will be responsible for certifying that the test result was negative or positive.

Controlled substance tests will be done using a split sample urine collection procedure. Test samples are collected under the supervision of trained collectors and sent to a Department of Health and Human Services (DHHS) laboratory for analysis. Appropriate chain of custody is certified throughout the process. All tests will be conducted in accordance with applicable Regulations published by the Department of Transportation in a manner allowing individual privacy, unless there is a reason to believe that a particular individual has altered or substituted the specimen provided.

The results of any controlled substance test and records related to the testing procedure will be made available to the individual tested upon written request. The results of the tests are reviewed by a Medical Review Officer (MRO) who is a licensed physician who has knowledge of substance abuse disorders. If the tests are positive, the individual tested will be given the opportunity to discuss the tests results with the MRO prior to the results being reported to the City. After notification of the MRO's final positive determination, the driver has 72 hours to request a test of the "split specimen" at another DHHS certified laboratory.

Per the DOT requirements, it is the policy of the City of Inkster that such split specimen be tested at another DHHS certified laboratory designated by the City or the employee.

Per the DOT requirements, it is the policy of the City of Inkster that the charge for testing of the "split specimen", when requested by the employee, will be solely the responsibility of the affected employee, and must be paid at the time of the request.

C. Violations

Any employee who cheats, attempts to cheat, or circumvents or attempts to circumvent the procedure for drug/alcohol test will be subject to the appropriate corrective action up to and including discharge.

VI DOT Return to Duty Testing

- A. In the event that an employee is subsequently rehired or returned to duty for any reason after having violated any provision of this policy or applicable Department of Transportation regulations relating to the misuse of alcohol, the employee shall undergo a return-to-duty alcohol test before the employee may perform any safety-sensitive function. The test results must be below the level of 0.02 on the B.A.T.

In the event an employee is rehired or returned to duty for any reason after engaging in violation of this policy or applicable Department of Transportation regulations concerning controlled substance, the employee will be required to undergo a return-to-duty controlled substances test before performing any safety-sensitive function. The employee will be considered to have passed the test if the result indicates a verified negative result for controlled substances use.

B. Violation

The failure of an employee to pass a return-to-duty test for alcohol or controlled substances may result in the appropriate corrective action being taken.

VII. DOT Follow-up Testing

In the event an employee is subsequently rehired or returned to duty for any reason after violating the provisions of this policy, the employee will first have to show that the employee has been evaluated by a substance abuse professional as provided under Department of Transportation regulations. The employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the evaluating substance abuse professional. Follow-up alcohol testing shall be conducted only just before, while, or just after

the employee is performing safety-sensitive functions. The testing shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

VIII. Understanding

It is the understanding of both parties in accordance with the State and Federal Commercial Driver's License Law and the collective bargaining agreement in effect that:

- a) the City shall reserve its management responsibilities in accordance with Article IV of the contract in implementing the stated policy; and
- b) the Union shall reserve its right to file a grievance and all other rights of remedy on any matter beyond the law and/or any appropriate corrective action taken against its member(s) in the administration of this stated policy.
- c) the City of Inkster will comply with all applicable laws and regulations regarding confidentiality of tests and test results.
- d) the City of Inkster and/or its agent(s) will maintain required records and documents related to the administration of this program and will provide statistical information and required documents as instructed by the Department of Transportation.
- e) For any DPS classification not requiring a CDL, the employee may opt in or out of the CDL pool on January 1st of each year. By December 1st of each year the employee must submit, in writing, to the Personnel Department their Statement of Intent.
- f) The Employer will provide the Union with an updated list of employees in the CDL pool whenever the list changes.

CITY OF INKSTER
DEPARTMENT OF TRANSPORTATION
DRUG AND ALCOHOL TESTING
PROGRAM AND POLICY STATEMENT

TENTATIVE AGREEMENT

FOR THE EMPLOYER

Robert L. Mad

James Klobuchar

FOR THE UNION

Carmen L. Mitchell

John Marozak

Margory Wittenbe

Vicki L. Zimnicki

DATED: November 19, 1996



FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM



8131298

MedExpress CLIENT SERVICES 1-800-233-6339

STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address and I.D. No.

ACCOUNT # - - - - -

CLIENT NAME:

LOCATION: FRASER

B. MRO Name and Address

DETROIT INDUSTRIAL CLNC. -EAST
ATTN: MEDICAL REVIEW OFFICER
24425 HOOVER ROAD
WARREN, MI 48089

C. Donor SSN or Employee I.D. No.

D. Reason for Test: Pre-employment, Random, Reasonable Suspicion/Cause, Post Accident, Return to Duty, Follow-up, Other (specify)

E. Tests to be Performed: THC, Cocaine, PCP, Opiates and Amphetamines, Only THC and Cocaine, OTHER (specify) 052574; U

STEP 2: TO BE COMPLETED BY COLLECTOR - Specimen temperature must be read within 4 minutes of collection.

Specimen temperature within range: Yes, 90° - 100°F/32° - 38°C No, Record specimen temperature here

STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

STEP 4: TO BE COMPLETED BY DONOR - Go to copy 4 (pink page); STEP 4

SPECIMEN ID=8131298

STEP 5: TO BE COMPLETED BY COLLECTOR

COLLECTION SITE LOCATION:

33800 GROESBECK 80317

Collection Facility

33800 GROESBECK

Address

(313) 792-7330

Collector's Business Phone No.

FRASER

City

MI

State

48035

Zip

SPLIT SPECIMEN COLLECTION

X YES NO

REMARKS:

I certify that the specimen identified on this form is the specimen presented to me by the donor providing the certification on Copy 4 of this form, that it bears the same specimen identification number as that set forth above, and that it has been collected, labelled and sealed as in accordance with applicable Federal requirements.

(PRINT) Collector's Name (First, MI, Last)

X

Signature of Collector

Date (Mo./Day/Yr.)

AM PM

Time

STEP 6: TO BE INITIATED BY THE COLLECTOR AND COMPLETED AS NECESSARY THEREAFTER

Table with columns: DATE MO. DAY YR., SPECIMEN RELEASED BY, SPECIMEN RECEIVED BY, PURPOSE OF CHANGE. Includes rows for DONOR - NO SIGNATURE and subsequent recipient signatures.

STEP 7: TO BE COMPLETED BY THE LABORATORY - Specimen Bottle Seal(s) Intact: YES NO, Explain in Remarks Below.

THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN ARE IN ACCORDANCE WITH THE APPLICABLE INITIAL TEST AND CONFIRMATORY TEST CUTOFF LEVELS ESTABLISHED BY THE HHS MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS

NEGATIVE POSITIVE, for the following: CANNABINOIDS as Carboxy-THC, COCAINE METABOLITES as Benzoylcegonine, PHENCYCLIDINE, TEST NOT PERFORMED, OPIATES: codeine, morphine, AMPHETAMINES: amphetamine, methamphetamine, OTHER

REMARKS

TEST LAB (if different from above)

NAME

ADDRESS

PHONE NO.

I certify that the specimen identified by the laboratory accession number on this form is the same specimen that bears the specimen identification number set forth above, that the specimen has been examined upon receipt, handled and analyzed in accordance with applicable Federal requirements, and that the results set forth are for that specimen.

(PRINT) Certifying Scientist's Name (First, MI, Last)

Signature of Certifying Scientist

Date (Mo. / Day / Yr.)

STEP 8: TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER

I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable federal requirements. My determination/verification is:

Negative Positive Test Not Performed Test Cancelled

REMARKS

(PRINT) Medical Review Officer's Name (First, MI, Last)

Signature of Medical Review Officer

Date (Mo. / Day / Yr.)

DRUG TESTING CUSTODY AND CONTROL FORM

1. NAME OF THE INDIVIDUAL BEING TESTED: _____

2. DATE: _____

3. NAME OF THE LABORATORY: _____

4. NAME OF THE CLINICIAN: _____

5. NAME OF THE NURSE: _____

6. NAME OF THE PHARMACEUTICAL: _____

7. NAME OF THE ORDERING PHYSICIAN: _____

8. NAME OF THE ORDERING NURSE: _____

9. NAME OF THE ORDERING PHARMACEUTICAL: _____

10. NAME OF THE ORDERING CLINICIAN: _____

11. NAME OF THE ORDERING NURSE: _____

12. NAME OF THE ORDERING PHARMACEUTICAL: _____

13. NAME OF THE ORDERING CLINICIAN: _____

14. NAME OF THE ORDERING NURSE: _____

15. NAME OF THE ORDERING PHARMACEUTICAL: _____

16. NAME OF THE ORDERING CLINICIAN: _____

17. NAME OF THE ORDERING NURSE: _____

18. NAME OF THE ORDERING PHARMACEUTICAL: _____

19. NAME OF THE ORDERING CLINICIAN: _____

20. NAME OF THE ORDERING NURSE: _____

21. NAME OF THE ORDERING PHARMACEUTICAL: _____

22. NAME OF THE ORDERING CLINICIAN: _____

23. NAME OF THE ORDERING NURSE: _____

24. NAME OF THE ORDERING PHARMACEUTICAL: _____

25. NAME OF THE ORDERING CLINICIAN: _____

26. NAME OF THE ORDERING NURSE: _____

27. NAME OF THE ORDERING PHARMACEUTICAL: _____

28. NAME OF THE ORDERING CLINICIAN: _____

29. NAME OF THE ORDERING NURSE: _____

30. NAME OF THE ORDERING PHARMACEUTICAL: _____

31. NAME OF THE ORDERING CLINICIAN: _____

32. NAME OF THE ORDERING NURSE: _____

33. NAME OF THE ORDERING PHARMACEUTICAL: _____

34. NAME OF THE ORDERING CLINICIAN: _____

35. NAME OF THE ORDERING NURSE: _____

36. NAME OF THE ORDERING PHARMACEUTICAL: _____

37. NAME OF THE ORDERING CLINICIAN: _____

38. NAME OF THE ORDERING NURSE: _____

39. NAME OF THE ORDERING PHARMACEUTICAL: _____

B BOTTLE B (SPLIT)
8131298

B PLACE OVER CAP

B SPLIT

DATE

DONOR'S INITIALS

BOX SECURITY SEAL

Place over flap of
MedExpress shipping box



MedExpress

THIS FORM IS TO BE COMPLETED BY THE MEDICAL REVIEW PERSONNEL

1. NAME OF THE INDIVIDUAL BEING TESTED: _____
2. DATE: _____
3. NAME OF THE LABORATORY: _____
4. NAME OF THE CLINICIAN: _____
5. NAME OF THE NURSE: _____
6. NAME OF THE PHARMACEUTICAL: _____
7. NAME OF THE ORDERING PHYSICIAN: _____
8. NAME OF THE ORDERING NURSE: _____
9. NAME OF THE ORDERING PHARMACEUTICAL: _____
10. NAME OF THE ORDERING CLINICIAN: _____
11. NAME OF THE ORDERING NURSE: _____
12. NAME OF THE ORDERING PHARMACEUTICAL: _____
13. NAME OF THE ORDERING CLINICIAN: _____
14. NAME OF THE ORDERING NURSE: _____
15. NAME OF THE ORDERING PHARMACEUTICAL: _____
16. NAME OF THE ORDERING CLINICIAN: _____
17. NAME OF THE ORDERING NURSE: _____
18. NAME OF THE ORDERING PHARMACEUTICAL: _____
19. NAME OF THE ORDERING CLINICIAN: _____
20. NAME OF THE ORDERING NURSE: _____
21. NAME OF THE ORDERING PHARMACEUTICAL: _____
22. NAME OF THE ORDERING CLINICIAN: _____
23. NAME OF THE ORDERING NURSE: _____
24. NAME OF THE ORDERING PHARMACEUTICAL: _____
25. NAME OF THE ORDERING CLINICIAN: _____
26. NAME OF THE ORDERING NURSE: _____
27. NAME OF THE ORDERING PHARMACEUTICAL: _____
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29. NAME OF THE ORDERING NURSE: _____
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31. NAME OF THE ORDERING CLINICIAN: _____
32. NAME OF THE ORDERING NURSE: _____
33. NAME OF THE ORDERING PHARMACEUTICAL: _____
34. NAME OF THE ORDERING CLINICIAN: _____
35. NAME OF THE ORDERING NURSE: _____
36. NAME OF THE ORDERING PHARMACEUTICAL: _____
37. NAME OF THE ORDERING CLINICIAN: _____
38. NAME OF THE ORDERING NURSE: _____
39. NAME OF THE ORDERING PHARMACEUTICAL: _____



70654000-4 5219712-5

REFER BY
RECEIVED

N70654
CONCENTRA DCC HEALTH CTR
34095 PLYMOUTH ROAD
LIVONIA, MI 48150
ATTN: DRS. SISKOSKY/KEDGH

**DO NOT WRITE
IN THIS AREA**

CDC70654

313-513-2000

CHAIN OF CUSTODY

STEP 1 - TO BE COMPLETED BY EMPLOYER/COLLECTOR
DONOR IDENTIFICATION - PLEASE PRINT

LAST NAME _____

FIRST NAME _____

SOC. SEC. NO. _____

EMPLOYEE NO. _____

DONOR I.D. VERIFIED PHOTO I.D.

EMPLOYER REPRESENTATIVE

SIGNATURE OF EMPLOYER REP.

REASON FOR TEST (CHECK ONE)

(1) PRE-EMPLOYMENT (2) POST ACCIDENT (3) RANDOM

(4) PERIODIC (5) REASONABLE SUSPICION/CAUSE

(6) RETURN TO DUTY

(99) OTHER (SPECIFY) _____

TESTS

() 7375D SAP 10, GC/MS

() 4033D SAP 6, GC/MS CONFIRM

() 443 ALCOHOL, ETHYL (B)

() 7936D SAP 5, GC/MS CONFIRM

TOTAL TESTS ORDERED

□

SPECIMEN TYPE URINE BLOOD (SUBMIT ONLY ONE SPECIMEN WITH EACH REQUISITION)

STEP 2 - COLLECTOR, FOR URINE SPECIMENS, READ TEMPERATURE WITHIN FOUR MINUTES OF COLLECTION.
CHECK THE BOX IF TEMPERATURE IS WITHIN THE SPECIFIED RANGE 90° -100° F / 32° -38° C
OR RECORD ACTUAL TEMPERATURE HERE: _____

STEP 3 - TO BE COMPLETED BY COLLECTOR.

COLLECTION DATE _____ TIME _____ AM PM

REMARKS _____

COLLECTION SITE
34095 PLYMOUTH ROAD

ADDRESS LIVONIA, MI 48150

CITY STATE ZIP
313) 513 - 2000

PHONE

I certify that the specimen identified on this form is the specimen presented to me by the employee identified in Step 1 above, and was collected, labeled and sealed in the donor's presence.

COLLECTOR'S NAME PRINT (FIRST, M.I., LAST) _____ SIGNATURE OF COLLECTOR _____

STEP 4 - TO BE INITIATED BY THE DONOR AND COMPLETED AS NECESSARY THEREAFTER

PURPOSE OF CHANGE	RELEASED BY SIGNATURE	RECEIVED BY SIGNATURE	DATE
A. PROVIDE SPECIMEN FOR TESTING			
B. SHIPMENT TO LABORATORY			
C.			

COMMENTS:

	70654000- 5219712	70654000- 5219712	70654000- 5219712
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SPECIMEN PACKAGE INTEGRITY WAS ACCEPTABLE UNACCEPTABLE WHEN RECEIVED IN LAB.

RECEIVER'S INITIALS _____

FOR OFFICE USE

LABORATORY ORIGINAL