

6262

6/30/95
✓ Extension
6/30/99

AGREEMENT

Between

CITY OF INKSTER

(DISPATCHER ASSISTANT/JAILER AND DISPATCHERS)

- and -

**TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS
LOCAL 214**

effective

July 1, 1992 through June 30, 1995

Inkster, City of

Request for Council Action

~~INKSTER~~

To the ~~City Manager~~ Mayor and Council
Administration

April 14, 1998

Date

From _____
Action Requested RECOMMEND APPROVAL OF TENTATIVE COLLECTIVE BARGAINING AGREEMENT
WAGES AND CONTRACT LANGUAGE CHANGES BETWEEN THE DISPATCHERS UNION AND THE CITY
OF INKSTER.

The tentative collective bargaining agreement is for the period of July 1, 1996 through June 30, 1999. Listed below are the changes:

WAGES

1. July 1, 1996 to June 30, 1997, three percent (3%) retroactive on all hours worked or compensated for.
2. July 1, 1997 to June 30, 1998, two percent (2%) for all hours worked or compensated for.
3. July 1, 1998 to June 30, 1999, three percent (3%) across the board increase.

BLUE CROSS/BLUE SHIELD

1. January 1, 1999, the prescription rider would be increased from Two Dollars (\$2.00) to Five Dollars (\$5.00).
2. January 1, 1999, the deductible on single person coverage would be increased from Fifty Dollars (\$50.00) to One Hundred Dollars (\$100.00), and for two (2) persons or families, from One Hundred Dollars (\$100.00) to Two Hundred Dollars (\$200.00).

DURATION

The term of this contract shall be from July 1, 1996 to June 30, 1999.

CITY OF INKSTER
CONTRACT NEGOTIATIONS
WITH
DISPATCHER'S UNION

TENTATIVE AGREEMENT

Contract Agreement Between City of Inkster and Dispatcher's Union
Effective July 1, 1992 through June 30, 1995

WAGE RE-OPENER:

Communication Assistant

July 1, 1993, 2% (retroactive)
July 1, 1994, 2% (retroactive)

Dispatcher

July 1, 1993, 2% (retroactive)
July 1, 1994, 2% (retroactive)

Further, the City of Inkster proposes that the existing 1992-1995, Collective Bargaining Agreement between the parties be extended for an additional year to run through June 30, 1996, with all terms and provisions to remain the same except for the following modifications:

- a) The date of June 30, 1995, in Article XXXV be changed to June 30, 1996.
- b) Effective and retroactive to July 1, 1995, the Clothing and Maintenance Allowance will be increased from \$200.00 to \$300.00, and Article XXXI modified accordingly.

c) WAGE INCREASE:

Communication Assistant

July 1, 1995, 3% (retroactive)

Dispatcher

July 1, 1995, 3% (retroactive)

- d) Effective upon ratification by both parties the shift differential of fifteen (.15) cents per hour for the second shift employees be changed to twenty (.20) cents, and the shift differential of twenty (.20) cents per hour for the third/midnight shift employees be changed to twenty-five (.25) cents, and Article XXXIV modified accordingly.

**DISPATCHER
PROPOSED SALARY INCREASES**

	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
7-1-95	15,850 7.59	16,948 8.12	18,101 8.67	18,962 9.08	19,683 9.43
7-1-96	16,326 7.82	17,456 8.36	18,644 8.93	19,531 9.35	20,273 9.71
7-1-97	16,653 7.98	17,805 8.53	19,017 9.11	19,922 9.54	20,678 9.90
7-1-98	17,153 8.22	18,339 8.78	19,588 9.38	20,520 9.83	21,298 10.20

**DISPATCHER ASSISTANT
PROPOSED SALARY INCREASES**

	START	90 DAYS	6 MONTHS	1 YEAR
7-1-95	12,422 5.95	12,699 6.08	13,390 6.41	15,183 7.27
7-1-96	12,795 6.13	13,080 6.26	13,792 6.61	15,638 7.49
7-1-97	13,051 6.25	13,342 6.39	14,068 6.74	15,951 7.64
7-1-98	13,443 6.44	13,742 6.58	14,490 6.94	16,430 7.87

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Handwritten: ~~8~~ Clothing/Intra Allowance

AGREEMENT

This Agreement is entered into between the City of Inkster, a Michigan Municipal Corporation, hereinafter termed the "City" or the "Employer" and Teamsters State, County, and Municipal Workers Local 214, hereinafter termed the "Union".

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

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

I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City of Inkster hereby recognizes Teamsters State, County, and Municipal Workers Local 214 as the exclusive representative for purposes of Collective Bargaining in respect to wages, hours, and other terms and conditions of employment of all regular, full-time employees of the City of Inkster Police Department holding the classifications of Dispatcher Assistant/Jailer and Dispatcher but excluding probationary, part-time, confidential, supervisory, and all other employees.

II. MANAGEMENT RIGHTS

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.
- B. The City has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed, and to solely determine if such work is to be performed. The City has the right to layoff personnel and to contract or subcontract all or part of the work in order to improve departmental efficiency or due to a lack of work or funds.
- C. The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- D. The City shall retain as management rights any and all power regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this Agreement.
- E. The City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

III. UNION RIGHTS AND RESPONSIBILITIES

- (a) The Union has the right to designate a Steward and an Alternate Steward from among the employees in the bargaining unit. The names of the persons so designated shall be submitted in writing to the Chief of Police and to the Personnel Director of the City and any changes in such designations shall be promptly submitted in writing to the Chief of Police and to the Personnel Director.
- (b) The Steward or, in his or her absence, the Alternate Steward, is authorized to transmit and receive, on behalf of the Union, official written communications and written information.
- (c) The Steward, or in his or her absence, the Alternate Steward, with the prior approval of such person's supervisor, shall be permitted time off without loss of time or pay from such person's scheduled work hours for the purposes of meeting with representatives of the Employer to engage in collective bargaining meetings or to present written grievances in accordance with the Grievance Procedure contained in this Agreement. No overtime or other premium pay shall be paid to the Steward or Alternate Steward for time spent meeting with representatives of the Employer in accordance with this Article.
- (d) A copy of any order, rule or regulation affecting members of the bargaining unit shall be made available to the employees in the bargaining unit.
- (e) The Union, its officers and agents, and all employees in the bargaining unit agree that there shall be no strikes, work stoppages, slowdowns, or other interruptions of any kind with the full, faithful, and proper performance of the duties of the employees covered by this Agreement, and further agree that the City of Inkster shall not be bound to comply with the provisions of this Agreement in the event of a strike or other violation of this provision.
- (f) The City will not lock out employees during the term of this agreement.
- (g) Upon approval of the Department, a representative of the Union may confer with members of the bargaining unit on City premises during working hours provided such conference not interfere with the operations of the Department.

IV. AGENCY SHOP, CHECKOFF OF DUES, AND SERVICE FEES

- A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues reduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all monthly Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in the amount equal to the regular monthly membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the City from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all monthly Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and to the Union.

- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the designated financial officer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees. The amounts of the Union dues and service fees may not be changed more often than once per year. The monies so deducted shall be remitted promptly to the designated financial officer of Teamsters State, County, and Municipal Workers, Local 214, along with an alphabetical list showing the names, addresses, seniority dates, and amounts deducted for all employees from whose pay deductions were made.
- F. The Union agrees to indemnify, save, and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

V. GRIEVANCE PROCEDURE

- A. Definition: A grievance is an alleged violation of a specific provision of this Agreement.
- B. Both the employees and their supervisors are encouraged to resolve all grievances informally in a businesslike and cooperative manner.
- C. Whenever a grievance cannot be resolved informally, it may be submitted as a written formal grievance to the employee's supervisor strictly in accordance with the following:

STEP 1: The grievance is submitted to the employer's supervisor in written form and must:

- 1. be signed by the employee involved,
- 2. be dated and be submitted within ten (10) working days of the incident or occurrence giving rise to the grievance or within ten (10) working days of the aggrieved employee's becoming aware of such incident or occurrence, but, in such event no later than ninety (90) calendar days of the alleged violation of this Agreement,
- 3. contain a complete statement of the facts giving rise to the grievance,
- 4. identify the specific article or articles that are alleged to have been violated,
- 5. contain a statement of the specific remedy desired by the aggrieved employee.

The Supervisor may discuss the grievance with the aggrieved employee and the Steward or, in his or her absence, the Alternate Steward. The Supervisor shall render a written response to the grievance within seven (7) working days of receipt of the written grievance, or, in the event a meeting is held with the grievant, the Steward, and the Supervisor, within seven (7) working days of such meeting.

STEP 2: In the event the supervisor's written response to the grievance in Step 1 is not satisfactory, the Steward, within seven (7) working days of the date of such response, may appeal the grievance, in writing, to the Chief of Police. The Chief of Police, or his designee, shall, within seven (7) working days of the receipt of the appeal by the Chief of Police, hold a meeting with the Steward and the grievant to discuss the grievance. No more than two (2) employees in the bargaining unit, including the Steward, shall be excused from work, without loss of time or pay, to attend this meeting. Within seven (7) working days of the meeting, the Chief of Police, or his designee, shall render a written response to the grievance and submit it to the Union.

STEP 3: In the event the response of the Chief of Police, or his designee, is not satisfactory to the Union, the President of the Union, or his designee, may, within seven (7) working days of the date of the decision of the Chief of Police in Step 2, appeal the decision to the Personnel Director. Within fourteen (14) working days of receipt of such appeal, the Personnel Director, or his designee, shall conduct a meeting to discuss the grievance with the President of the Union, or his designee, and the Steward or Alternate Steward, if the Steward is not available. The grievant shall not attend this meeting. Within seven (7) working days of this meeting, the Personnel Director or his designee, shall render a written response to the grievance and submit it to the Union.

STEP 4 - Arbitration:

1. If the grievance is not satisfactorily resolved in Step 3, the President of the Union may submit it to arbitration by sending written notice of intent to arbitrate to the Personnel Director within thirty (30) days of the employer's decision rendered at Step 3. The President of the Union and the Personnel Director, or their designees, shall discuss the matter and shall attempt to mutually select an impartial arbitrator. If they are unable to agree upon an impartial Arbitrator within seven (7) working days, the President of the Union may submit the grievance to the Federal Mediation and Conciliation Services (FMCS) which shall select an Arbitrator in accordance with its rules. The Arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Services and subject to the restrictions and provisions of this Agreement.
2. The Arbitrator shall limit his or her decision to the strict interpretation, application, or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
 - b. Limiting or interfering with, in any way, the powers and duties of the City of Inkster under its Charter or applicable law.
 - c. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City so long as such practice, policy or rules does not conflict with the express terms of this Agreement.
 - d. Establishing or changing wage scales or rates or economic benefits of new or changed jobs.
 - e. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to its date of termination.

3. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, an adjustment may be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within ten (10) working days after receipt of such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he or she may have earned from personal services from any source during the period in question. The decision of the Arbitrator in any case shall not require a retroactive wage adjustment in any other case.
 4. In the event a case is appealed to the Arbitrator and he or she finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
 5. The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay any expenses of, witnesses who are called by them. Pay for lost time for any employees in the bargaining unit shall not apply to their participation in arbitration cases, provided that the City shall release employees from work, without pay, to participate in arbitration cases provided that at least forty-eight (48) hours notice is given and provided such release does not adversely affect the operations of the City.
 6. The decision of the Arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the City and there shall be no appeal from the decision of the Arbitrator if made in accordance with the jurisdiction and authority under this Agreement.
- D. The parties may, by written mutual agreement, waive time limits or grievance steps in any instance. Grievances not appealed in writing to the next step within the prescribed time limits shall be considered settled on the basis of the employer's last decision. Working days shall be defined as Mondays through Fridays and excluding Saturdays, Sundays and holidays.

VI. NON-DISCRIMINATION CLAUSE

The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief, or for legal Union activities. Both parties shall abide by all applicable Federal and State laws.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, or coercion.

VII. SPECIAL CONFERENCES

SECTION 1.

The Employer and the Union agree to meet and confer on important matters 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 ten (10) 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 be represented by not more than two (2) persons at special conferences.

SECTION 2.

Employee representatives of the Union at special conferences will be paid for their regularly scheduled, straight time hours spent in special conferences. Time spent in special conferences shall be considered as regular hours worked for purposes of computing overtime.

VIII. VETERANS

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by federal, state, and local laws and regulations.

IX. AID TO OTHER ORGANIZATIONS

The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or organization for the purpose of undermining the Union.

X. HOURS OF WORK

The work week of the Dispatcher Assistant/Jailer and Dispatcher shall average forty (40) hours per week over the fiscal year. The regular work day and work shifts shall be scheduled by the Chief of Police (or designee).

XI. SENIORITY

Definition: Seniority for a regular full-time employee begins from the date of hire into the bargaining unit, and includes all periods of continuous service with the City of Inkster. The employer will establish and maintain an up-to-date seniority list and will provide the Union Steward with an updated list every six (6) months or upon request.

All new employees shall be subject to a probationary period of not less than three (3) months nor more than one (1) year in accordance with the Civil Service Rules and Regulations. The Union will be notified by the City whenever a new employee's probationary period is to be extended.

Loss of Seniority: An employee shall lose his seniority for the following reasons:

- a. He voluntarily leaves the employment of the City by formal resignation, or he has three (3) consecutive unauthorized absences.
- b. He is discharged and the discharge is not reversed.
- c. The employee is laid off for a period of two (2) years, or length of seniority, whichever is less.
- d. The employee fails to return from a leave of absence scheduled.
- e. He or she retires.

Layoffs:

- a. Management retains the right to reduce the number of employees in either the classification of Dispatcher Assistant/Jailer and Dispatcher. The duties performed by an employee who is laid off may be reassigned to other qualified employees within the bargaining unit.

b. Order of Layoff:

1. A layoff of employees shall be made by inverse order of seniority for the classifications of Dispatcher Assistant/Jailer or Dispatcher.
2. An employee holding the position of Dispatcher may bump a less senior Dispatcher Assistant/Jailer in the event of a reduction in force.

c. Notice of Layoff: The City shall give written notice to the Union and employees of an impending layoff. Such notice shall state the reasons for the layoff, and be submitted at least one (1) week before the effective date of the action.

d. Recall From Layoff: When the work force is increased after a layoff, employees will be recalled according to seniority, as defined by this Article. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing, he shall be considered to have voluntarily left the employment of the City.

XII. MAINTENANCE OF BENEFITS

All benefits in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, except as modified herein.

XIII. 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.

	<u>DAYS PER MO.</u>	<u>PER YEAR</u>
Beginning 2nd year of seniority	1.08	13
Beginning 4th year of seniority	1.17	14
Beginning 7th year of seniority	1.42	17
Beginning 10th year of seniority	1.58	19
Beginning 15th year of seniority	1.83	22
Beginning 19th year of seniority	1.92	23
Beginning 21st year of seniority	2.00	24

Effective July 1, 1994 the vacation leave will be:

	<u>DAYS PER MO.</u>	<u>PER YEAR</u>
Beginning 2nd year of seniority	1.17	14
Beginning 4th year of seniority	1.25	15
Beginning 7th year of seniority	1.50	18
Beginning 10th year of seniority	1.67	20
Beginning 15th year of seniority	1.92	23
Beginning 19th year of seniority	2.00	24
Beginning 21st year of seniority	2.08	25

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

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) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (c) 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.
- (d) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.
- (e) 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.

- (f) 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.
- (g) Vacation leave shall be scheduled within the department by the Department Head or his designee to maintain continuity and efficiency of operations. Vacation leave of less than whole week increments may be granted by the City in special circumstances, but in no event, in amounts of less than one-half ($\frac{1}{2}$) days. The City shall determine the number of employees, if any in each classification, and in each work unit, that may be off on vacation at any one time and to determine the dates they will be off. Vacation leaves, once granted, shall not be cancelled except when the operating needs of the City require such cancellation.
- (h) Employees shall be entitled to vacation pay in any of the following instances:
1. Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his 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 at the time he leaves the City to enter Military Service.
 4. Upon retirement or death.

- (i) Employees shall not be entitled to accrued vacation pay if any of the following applies:
 - 1. If an employee separates himself from the City by reason of absence without leave.
 - 2. If an employee fails to give at least five (5) work days notice in advance of termination date.
 - 3. If a probationary employee leaves the employ of the City before completing his probationary period.
- (j) Subject to the written approval of the City Manager and only for emergency situations, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay.

XIV. SICK LEAVE

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

- (a) The amount of sick leave credit 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 two hundred (200) days for any employee, except those employees hired after the Income Protection Disability Program which was instituted on December 15, 1973, shall accumulate no more than ninety (90) days sick leave. 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 shall have completed his probationary period at which time he shall be credited with the number of hours he will have earned during his probationary period of service. Except for job-incurred disabilities, an employee who has not served his probationary period of service shall not be paid for his absence due to illness. Employee shall receive credit for a month worked for every month in which he 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 would otherwise have worked during his 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 a minimum of one (1) hour prior to the starting time of his/her particular shift on the first day of his/her absence.
- (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 last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years or his seniority, whichever is less. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he 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 seniority.
- (h) Upon retirement an employee, or upon death the employee's estate, shall receive cash payment at his currently daily regular rate of pay, excluding premium rates, for 60% of his accumulated sick time--but not to exceed one hundred (100) 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) 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.
- (j) Upon ordinary retirement of an employee, or upon death, the employee's estate, shall receive cash payment at his current daily rate of pay, excluding premium rates, for sixty (60%) percent of his accumulated sick time, but not to exceed one hundred (100) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement as defined in the employee's retirement plan, or upon death.

XV. HOLIDAYS

- (a) Employees holding the classification of Dispatcher shall receive one hundred four (104) hours of holiday pay in the first payroll of December of each year at their then current base rate of pay.
- (b) Employees holding the classification of Dispatcher Assistant/Jailer shall receive the following paid Holidays off:
 - New Year's Day
 - Martin Luther King's Birthday (January 15)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day & Day After
 - Good Friday
 - Christmas Eve & Day
 - Employee's Birthday
 - One Floating Holiday (may be taken upon request with the approval of the supervisor)
- (c) Dispatcher Assistant/Jailer if required to work holidays, will receive one (1) day off at a later date at his/her supervisor's discretion. Dispatchers may be required to work holidays.
- (d) The City of Inkster and Dispatchers Local 214 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.

XVI. 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 Worker's 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 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.
- 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) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Worker's Compensation for employees injured on the job by the difference between Worker's 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 Worker's Compensation injury.
 - (2) The foregoing supplement shall be by check issued in the same manner as regular payroll, and separate from Worker's 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 Worker's Compensation and their normal weekly net earnings to the extent of accrued sick leave only.

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.

- (c) Coverage to be provided is:

- 1) Short term - 13 week S/A with 60% of weekly base salary up to a maximum benefit of \$225.
 - 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 \$1,000.
 - 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) 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 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 50/50 basis.
 - 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 an expired contract will continue to be maintained without any reduction in benefit levels.

XVII. EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his 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 Chief or Department Head.
- (b) "Immediate family" as applied to Section (a) is defined as wife, husband, child, brother, sister, parent, and parent-in-law.
- (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 Manager.
- (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 immediate family, upon the recommendation of the Chief, Department Head or his designee. If the death or funeral occurs 300 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, parent and parent-in-law and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.
- (f) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.
- (g) If a death occurs to an employee's sister or brother-in-law, the employee may be granted three (3) days leave with pay which shall be charged to his accumulated sick leave. 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 earned vacation time in lieu of accumulated sick leave.

- (h) Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job not to exceed four (4) hours at the discretion of the supervisor.
- (i) Additional leave may be granted in special cases subject to the approval of the City Manager.

XVIII. 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.

XIX. 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 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.
- (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.

XX. 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.

XXI. PERSONAL LEAVE

Employees shall be entitled to three (3) personal leave days per fiscal year which bear no relationship to sick leave use. Such personal leave days per fiscal year are non-cumulative and, when used the employer shall receive at least twenty-four (24) hours notice. Management reserves the right to deny the approval of a personal leave day; however, such approval shall not unreasonably be withheld.

If the approval of such personal leave day is denied by management, and results in the possible loss of any day, then the number of such personal leave day(s) shall be carried over into the next fiscal year.

XXII. 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 of 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 ----- \$600.00

- (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 of all employees thereafter.

This schedule becomes effective as of July 1, 1986.

XXIII. OVERTIME AND CALL-BACK

- (a) Subject to the provisions of paragraph (c) below, overtime work in excess of eight (8) hours in any one shift or in excess of one hundred sixty (160) hours in a twenty eight (28) day scheduling circle shall be paid at the rate of one and one-half (1½) times the regular base rate of pay. For purpose of this provision time off granted with pay shall be included as time worked in computing the one hundred sixty (160) hours.
- (b) Any employee called to work outside of his or her regularly scheduled work shift after having reported off duty shall be paid for a minimum of two (2) hours of work. Hours should reflect work continuation separate from call back.
- (c) If any State or Federal Laws require the payment of overtime for work performed that would not be required by paragraphs (a) or (b) above, the provisions of paragraphs (a) and (b) above shall be null and void for purposes of such overtime computation.

It is the intent of the parties that the overtime calculations of paragraphs (a) and (b), or the overtime calculations of applicable law shall apply in a given situation which provides the greater benefit to the employee, but not both such calculations at the same time.

XIV. HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and his family. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% to be paid 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.
- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City.

XXV. COURT TIME

- (a) Employees appearing in District Court during their off duty hours shall receive three hours extra pay at straight time for actual time spent, whichever is greater.
- (b) Employees appearing in Circuit Court and other courts and administrative hearings during their off duty hours shall receive six (6) hours extra pay at straight time or straight time for actual time spent, whichever is greater.
- (c) All witness fees due to employees shall be returned to the CITY OF INKSTER. It shall be the responsibility of each employee to collect and remit to the CITY all such witness fees due and allowance under the law.
- (d) Court time shall include only those times where the employee is subpoenaed into court (as a result of duties performed as a CITY OF INKSTER employee or where the employee attends Michigan Liquor Control Commission hearings, Michigan Secretary of State hearings, parole board hearings, or any other hearings which the Chief of Police or his designee shall approve.

In situations where the Chief of Police or his designee has the discretion to approve Court time for attendance at hearings, the employee shall submit his request in writing and which request shall be answered in writing prior to the employee attending the hearing.

- (e) Any employee subpoenaed into Court or any other hearings preceding or following his shift and as approved by the Chief of Police or his designee shall be paid at his regular rate of pay during his shift; and, if required to stay beyond or continue into his regular shift shall be paid at time and one-half (1½). Furthermore, time shall be computed from when the employee checks into the station upon arrival and when he checks back upon his return. In no event, shall employees making any of the aforesated appearances be paid more than is allowed under Sections (a) and (b).

XXVI. JOB CLASSIFICATION

- A. Dispatcher Assistants/Jailer
- B. Dispatcher

XXVII. SALARY RATE SCHEDULE

DISPATCHER ASSISTANTS & JAILER

	<u>START</u>	<u>90 DAYS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
7-1-91	\$11,592 5.55	\$11,850 5.68	\$12,495 5.98	\$14,169 6.79
July 1, 1992	- 0%			
July 1, 1993	- Reopener			
July 1, 1994	- Reopener			

DISPATCHER

	<i>Start</i>	<i>6 mos</i>	<i>1 yr</i>	<i>2 yr</i>	<i>3 yr</i>
7-1-91	\$14,790 7.08	\$15,813 7.57	\$16,891 8.09	\$17,695 8.47	\$18,368 8.80
July 1, 1992	- 0%				
July 1, 1993	- Reopener				
July 1, 1994	- Reopener				

XXVIII. PENSION PROGRAM IMPROVEMENT

- (a) Normal Retirement Income - Amount - Effective on and after July 1, 1980, the yearly amount of such participant's normal retirement income will be equal to: 2% of the Participant's Final Earnings multiplied by the number of his years of credited service.
- (b) 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.
- (c) The above improvements are made without increases in the employees contribution rate.
- (d) The City of Inkster adopts an early retirement program for all unit employees under the following terms and conditions:
 - 1. That any union employee of Teamsters Local 214 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.
 - 2. 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 ($\frac{1}{2}$) of one (1%) percent, for each month by which the retirement date precedes his normal retirement date.
 - 3. That the aforesaid early retirement option shall become effective on January 1, 1988.
 - 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.

XXIX. SAVINGS CLAUSE

If any article or provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or provision.

XXX. EXTENT OF AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them relative to wages, hours, and other terms and conditions of employment. The Union, for the life of this Agreement unqualifiedly waives the right to further collective bargaining with the City with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

XXXI. CLOTHING AND MAINTENANCE ALLOWANCE

Effective July 1, 1990, the City will pay \$200.00 per year for clothing allowance. Payment will be made the first pay in July for permanent employee's who have completed one year of continuous service.

The cost of the uniform will be deducted from the first allowance received.

XXXII. ROLL CALL

Employees shall report to work fifteen (15) minutes prior to the beginning of the work shift for roll call. The pre shift shall be considered as part of the normal work assignment and shall be used in computing overtime if the employee is at roll call on time as scheduled on a daily basis. Effective date as of January 1, 1991.

XXXIV. SHIFT ALLOWANCE

Effective July 1, 1993, a shift differential of Fifteen (.15) cents per hour shall be included for each employee while employed upon a second or afternoon shift; and a shift differential of Twenty (.20) cents per hour shall be paid to each employee who shall be employed upon a third or midnight shift.

XXXV. EFFECTIVE DATE / DURATION

This Agreement shall become effective as of the first day of July, 1992, and shall remain in full force and effect until June 30, 1995.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below on this 20 day of July, 19 93.

CITY OF INKSTER

S. Thomas White
Margie C. Rose
James Klobuchar
Jerry Colwell

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

Rodney
Margaret A. Curry

R E S O L U T I O N

93-4-176. RESOLVED by Councilman Colleran, seconded by Councilwoman Greene, that agreement between the City of Inkster and Teamsters State, County and Municipal Workers Local 214 (Dispatchers) for Fiscal Years beginning July 1, 1992 through June 30, 1995, is hereby ratified.

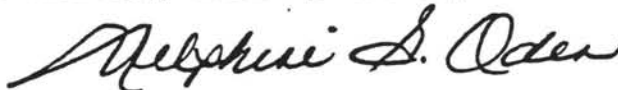
YEAS: Councilpersons Harris-Foster, Greene, Clemens, Hampton, James, Colleran and Mayor Bivens.

NAYS: None.

ABSENT: None.

* * * * *

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Council of the City of Inkster, Wayne County, Michigan, at a Regular Council Meeting held April 19, 1993.



Delphine G. Oden, CMC
City Clerk
Inkster, Michigan

