

1133

6/30/94

AGREEMENT
 BETWEEN
 THE CITY OF DEARBORN HEIGHTS
 AND
 CARPENTERS DISTRICT COUNCIL
 DETROIT AND SOUTHEASTERN MICHIGAN
 UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

1990 - 1994

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|-------------------------------|-------------|
| 1 | RECOGNITION | 3 |
| 2 | PURPOSE AND INTENT | 3-4 |
| 3 | AID TO OTHER UNIONS | 4 |
| 4 | UNION SECURITY AND CHECK-OFF | 4 - 7 |
| 5 | REPRESENTATION | 7 - 8 |
| 6 | GRIEVANCES | 9 - 12 |
| 7 | DISCIPLINE AND DISCHARGE | 12 - 14 |
| 8 | SENIORITY | 14 - 17 |
| 9 | BULLETIN BOARDS | 18 |
| 10 | MISCELLANEOUS | 18 - 19 |
| 11 | WORKING HOURS AND OVERTIME | 19 - 21 |
| 12 | MANAGEMENT RESPONSIBILITY | 21 - 23 |
| 13 | SICK LEAVE | 23 - 27 |
| 14 | LEAVES OF ABSENCE WITHOUT PAY | 27 - 29 |
| 15 | HOLIDAYS | 29 - 30 |
| 16 | VACATIONS | 30 - 31 |
| 17 | INSURANCE | 31 - 38 |
| 18 | LONGEVITY | 39 - 40 |
| 19 | WAGES AND BENEFITS | 41 - 44 |

Dearborn Heights, City of

(July 1, 1990-June 30, 1994 Contract)

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

| | | |
|-----------------|----------------------------------|------------|
| 20 | RESIDENCY | 44 |
| 21 | SAFETY OF VEHICLES | 44 - 45 |
| 22 | LICENSURE AND SKILL REQUIREMENTS | 45 - 46 |
| 23 | NO STRIKE - NO LOCKOUT | 46 |
| 24 | TERM OF AGREEMENT | 47 |
| | (ATTACHMENT "A") | 48 |
| | DEDUCTION SERVICE AGREEMENT FORM | |
| OTHER SUBJECTS: | | |
| | MONETARY FRINGE BENEFIT (MFB) | 15, 43 -44 |
| | FUNERAL LEAVE | 28 |
| | SICKNESS AND ACCIDENT (S & A) | 35 |
| | PENSION, SURVIVING SPOUSE | 42 |
| | LUMP SUM PAYOUT | 43 |

(July 1, 1990-June 30, 1994 Contract)

LIBRARY OF THE INDUSTRIAL
UNIVERSITY OF TORONTO

AGREEMENT

This Agreement is between the City of Dearborn Heights (hereinafter referred to as the "Employer" or "City") and the Carpenters District Council, Detroit and Southeastern Michigan, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and 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 Building Inspectors in the Building and Engineering Department, excluding Police and Firemen, DPW Supervisors, Police Cadets, Court employees, AFSCME employees and Community and Economic Development employees, and all other employees.

ARTICLE 2

PURPOSE AND INTENT

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

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

(July 1, 1990-June 30, 1994 Contract)

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

ARTICLE 3

AID TO OTHER UNIONS

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

ARTICLE 4

UNION SECURITY AND CHECK-OFF

Section 1. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

Section 2. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for cost of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee once set during the contract term shall not change more than once each contract year.

Section 3. Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement, provided, however, no employee shall be terminated

under this Article unless:

(a) The Union has notified such employee by certified letter addressed to that employee's address last known to the Union spelling out that such employee is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within then (10) calendar days, such employee will be reported to the City for termination from employment as provided for herein, and

(b) The Union has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article, and provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee, including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4.

(a) The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide to the City an authorization in form attached here as Attachment "A".

The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing the deduction service. Furthermore,

(July 1, 1990-June 30, 1994 Contract)

the employee shall agree that in the event a refund is due to an employee for any reason, such employee shall seek such refund from the Union.

(b) Such sums deducted from any employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Millmen's Local 1452, of the Carpenters District Council, Detroit and Southeastern Michigan, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, 25755 Southfield Road Suite N202, Southfield, Michigan 48075, within 30 days after such collections have been made.

(c) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

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

(e) The City shall not be liable for the remittance of payments of any sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 5. An employee who is a member of and adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required

(July 1, 1990-June 30, 1994 Contract)

to join or financially support any labor organization as a condition of employment; such employee may however be required by the Union to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payments to the labor organization. The employee may choose from one of the following non-religious tax exempt organizations:

1. American Legion Stitt Post 232
23850 Military
Dearborn Heights, Michigan 48127
2. Pvt. John Lyskawa Post 7546
6828 Waverly
Dearborn Heights, Michigan 48127

ARTICLE 5

REPRESENTATION

Section 1. It is mutually agreed that for the purpose of contract negotiations, the Union may be represented by a Chief Steward, who shall be a regular seniority employee. The Union may also be represented by any other persons outside the bargaining unit, who are not employed by the City.

Section 2. It is mutually agreed that for the purpose of handling grievances on its behalf, the Union may be represented by a Chief Steward who shall be a regular seniority employee.

Section 3. The Union may appoint a temporary Chief Steward to fill a vacancy caused by absence of the regular Chief Steward. The City shall be notified of any such change by the Union in writing before the start of the working day.

Section 4. Should it become necessary for a Chief Steward to leave the Steward's place of work in order to investigate a previously filed grievance,

the Chief Steward shall request permission of the Building and Engineering Director or Deputy Director, who shall have authority to release said Chief Steward and who shall not unreasonably withhold or delay permission. The Chief Steward shall provide the Building and Engineering Director or Deputy Director with the name and location of the employee the Chief Steward is going to see. The Chief Steward shall proceed directly to and from the location identified to the person in charge and will notify that person upon return to work. The privilege provided in this Section is extended to the Chief Steward with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused or used as a work avoidance device.

ARTICLE 6

GRIEVANCES

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement setting forth the following information:

(a) Article and Section of Agreement alleged violated, and
(b) Date of occurrence of each alleged violation, and
(c) Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the Agreement; and filed by either the Union, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed in writing within three (3) working days after occurrence of the circumstances giving rise to the grievance, or receipt of pay for a grievance concerning pay computations, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2. The grievance procedure shall be as follows upon timely filing:

STEP I. The employee shall first attempt to resolve subject matter of the grievance with that employee's department supervisor. In the event that no satisfactory answer is received by the employee, the employee shall have the right to file a

grievance.

STEP II. Within five (5) City Hall business days of receipt of a written grievance, the Department Head shall set up a meeting with the grievant to discuss the grievance. The Department Head will answer the grievance within five (5) City Hall business days of the meeting with the grievant. If the grievant is not satisfied with the answer by the Department Head, the grievant may appeal to the Mayor or designated representative. The appeal must be received by the Mayor's office within ten (10) City Hall business days of the date of the Department Head's answer.

STEP III. Within five (5) City Hall business days of receipt of a timely appeal by the Mayor or designated representative, the City shall set up a meeting with the grievant, the Chief Steward and not more than one (1) non-employee Union representative, if requested by the grievant. Within ten (10) City Hall business days of the meeting, the City shall answer the grievance.

STEP IV. In the event that the grievant is not satisfied with the City's answer at Step III, the Union shall have the right to request arbitration and notice of intention to arbitrate must be filed with the City within ten (10) City Hall business days of receipt of the City's answer, and arbitration invoked under the rules and regulations of the American Arbitration Association within forty-five (45) calendar days of the date of the City's answer.

Section 3. Time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.

Section 4. The City must be notified in writing prior to taking the case to arbitration which group of people has requested arbitration. It is also agreed by the City and the Union that the purpose of arbitration is to settle grievances without resorting to work stoppages.

Employees who are witnesses for or against the Employer shall be called as needed and shall not lose time or pay for time spent during their regular working hours in grievance procedure meetings held on City property.

Section 5. The decision of the Arbitrator shall be final and binding on all parties.

The Arbitrator may not add to, or subtract from, change or amend any of the terms of this Agreement and shall only be concerned with questions concerning the issue or issues involved.

The expense of such impartial arbitrator shall be borne by the losing party as determined by the arbitrator.

Section 6.

(a) The Steward or proper Union representative shall have the authority to reach a binding settlement on all grievances.

(b) All offers to settle grievances from the City, if accepted by the Steward or Union representative, shall be binding on the City, the Union and the employee. All settlements shall be in written form and signed by the proper City representative and Steward or proper Union representative, subject to City Council's right to ratify where appropriate.

Section 7. The grievant may be represented by the Union at Steps I,

II, III of the grievance procedure. Only the Union may invoke arbitration.

Section 8. The individual grievant shall be responsible for timely filing of grievances and the appeal of such grievances through any or all steps of the grievance procedure including but not limited to Arbitration.

ARTICLE 7

DISCIPLINE AND DISCHARGE

Section 1. The City agrees promptly upon the discharge or discipline of an employee to notify in writing the Chief Steward of the discharge or discipline.

Section 2. The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Chief Steward and the City will make available an area where such employee may do so before being required to leave the property of the City. Upon request, the City or its designated representatives will discuss the discharge or discipline with the employee and the Chief Steward.

Section 3. Should the discharged or disciplined employee or the Chief Steward consider the discharge to be improper, a grievance shall be presented in writing through the Chief Steward to the Mayor or designee at Step III within three (3) regularly scheduled working days of the discharge or discipline. The Mayor or designee will review the discharge or discipline and give an answer within three (3) regularly scheduled working days after receiving the grievance.

Section 4. In imposing any discipline on a current charge the City will not take into account any prior infractions which occurred more than two (2) years previously.

Section 5. Discharge and discipline shall be initiated within five (5) City Hall business days of the occurrence of the cause, or if the City did not have knowledge of said cause at the time of its happening, within three (3) City Hall business days after the City becomes aware of the cause for discharge and discipline.

Section 6. In the case of a possible discharge the City shall have thirty (30) days to investigate the matter before discharging the employee, and the City shall notify the Union that such an investigation is under way. During this period, the City has the option to allow the employee to work. Provided further, the Union may request a special conference with the Mayor or designated representative prior to the employee being discharged. The exception to this paragraph shall be acts of violence or theft.

Section 7. The parties being mutually desirous of establishing a uniform program dealing with tardiness, hereby agree as follows:

- (1) Late employees will be docked one-tenth of an hour for each six (6) minutes late or part thereof, however employees are not required to work during any docked period unless paid.
- (2)
 - (a) Four times late in any three-month period shall receive an oral reprimand.
 - (b) Five times late in any three-month period shall receive a written reprimand.
 - (c) Six times late in any four-month period shall be subject to a disciplinary layoff of three work days.
 - (d) Seven times late in any five-month period shall be subject to discipline up to a maximum of ten working days layoff.

- (e) Ten times late in any six-month period shall be subject to discipline up to and including discharge. Where "layoff" is used it should mean "without pay".

ARTICLE 8

SENIORITY

Section 1. Bargaining unit seniority shall be determined and operated upon a Department wide basis. A new employee shall be regarded as probationary and shall not have seniority until after such employee's ninety (90) days of continuous employment in the bargaining unit; if retained thereafter, the employee shall have seniority as of such employee's original date of entry into the bargaining unit. The City may transfer any probationary employee at any time. A probationary employee may be discharged by the City in its discretion without recourse to this Agreement.

Section 2. The seniority of each employee who is employed in the City as of this date, shall be determined in accordance with the last date of continuous employment in a position within the bargaining unit covered by this agreement upon which such employee was hired upon the Dearborn Heights payroll in the Building and Engineering Department.

Section 3. Seniority lists will be brought up to date upon request by the Union not more often than every six (6) months but may be posted more often so that the employees may be acquainted with the current list if any hiring or layoff or quits have occurred within this time.

Section 4. If a supervisory employee or other City employee has been promoted or transferred to a position excluded from this Agreement from a position covered by this Agreement and such excluded employee is thereafter

laid off or demoted, such excluded employee shall be eligible for a job in the bargaining unit covered by this Agreement in accordance with the following:

(a) If the excluded employee left the bargaining unit, such employee shall return to the bargaining unit with such employee's bargaining unit seniority from date of last hire to the date of leaving the bargaining unit. The excluded employee shall have only one year from leaving the bargaining unit to return to the bargaining unit.

(b) Employees returning to the bargaining unit shall return to the last job classification within the Building and Engineering Department held at the wage rate of that job as provided for in the then current Agreement, provided the employee possesses the required skill and current licenses and certifications.

(c) It is the intent of the parties that bargaining unit seniority not be earned by employees outside the bargaining unit; provided, however, nothing in this Section shall affect an employee's seniority for purposes of earning fringe benefits offered on the basis of total City service such as vacations, pensions and sick days.

(d) For the purpose of longevity, persons hired by the City on or before June 30, 1987 receive longevity based upon Article 18, Section 1 percentages. Persons hired by the City on or after July 1, 1987, receive longevity based upon fixed dollar amounts found at Article 18, Section 1. Persons hired by the City on or after June 1, 1984 do not receive the Monetary Fringe Benefit (MFB).

(e) This Section shall not be construed to create a right of return to the bargaining unit where such right does not independently exist, nor shall

this Section be construed to preclude a return to the bargaining unit as a new employee.

Section 5. Seniority shall be lost upon the happening of the following events:

(a) If the employee quits.

(b) If the employee is discharged and the discharge is not reversed through the grievance procedure.

(c) If the employee fails to report for work within five (5) days after notice to report has been sent to such employee's last known address by certified mail according to the City records.

(d) If a settlement with the employee has been made for total disability.

(e) If the employee is laid off and thereafter continually laid off by the City for a period equal to the length of such employee's seniority under the contract at the time of the lay off, except when an employee has less than one year's seniority, such employee will be retained on the call-back list for one year.

Section 6. All layoffs will be by crafts, with least senior first.

Section 7. Any employee who has been incapacitated at such employee's regular work, or suffers an injury or compensable disease while employed by the City may be employed in other work in the City which such employee can do without regard to any seniority provisions of this Agreement.

Section 8. Temporary employees are those employed for a regular work day and/or work week, but not for more than a period of one hundred and eighty (180) calendar days per year, except as otherwise provided in this Agreement.

Section 9.

(a) Part-time employees are those employed for less than an eight (8) hour day or less than a forty (40) hour week.

(b) In the event of a layoff, part-time employees in the Building and Engineering Department will be laid off prior to full-time employees in the classification selected by the City for reduction.

(c) Part-time and temporary employees shall not rank for overtime work when it will take such overtime work away from the regular full-time employees within the same Department in the same classification if the full-time employee accepts.

Section 10. The Pension Advisory Committee (PAC) cannot set dates-of-hire for purpose of determining seniority or any benefit under this Agreement (except pension). The City agrees that for any persons for whom it is using a PAC date of hire for calculating vacations and longevity as of January 13, 1987 will be continued with that date, but no additional persons shall be added.

Section 11. Each employee shall provide the City with the current address and telephone number upon which the City shall be entitled to rely. Employees shall provide change in either address or telephone number on City forms to be filed with the City Personnel Director.

Section 12. Bargaining unit members shall provide the social security numbers of their spouse and dependents.

ARTICLE 9
BULLETIN BOARDS

Section 1. A bulletin board shall be erected in a suitable location to be determined by the City in consultation with the Union. The bulletin board may be used by the Union to post the following types of notices:

1. Notices of recreation and social affairs.
2. Notices of Union elections and appointments.
3. Notices of Union hearings and meetings, provided that additional notices may be posted by mutual consent.

Section 2. Seniority lists may be posted on this bulletin board.

Section 3. Bulletin boards shall not be used by the Union or its members for disseminating or posting or distributing pamphlets or political matter of any kind whatsoever or for advertising.

Section 4. If the Union so desires and if suitable space is available, the City shall furnish space to the Union for a locker where its records pertaining to its dealings with the City may be kept. The City takes no responsibility for the safety of the contents thereof.

ARTICLE 10
MISCELLANEOUS

Section 1.

(a) If for any reason there is insufficient work in the Building and Engineering Department in an employee's classification to permit full-time employment, it shall be the policy of the City and the Union to hereby agree that the employees shall work at other classifications as assigned.

(b) In emergency cases due to sickness of employees or other unexpected absences, the City shall have the right to assign employees to work outside the classification and pay that rate if higher.

Section 2. Pay periods shall be bi-weekly for all employees. Pay days will be on Fridays.

Section 3. This Agreement shall be the sole and exclusive method for effectuating, administering and enforcing of any of the rights, duties and obligations contained within this Agreement. It is the intention of the parties, at the request of the Inspectors or the Carpenters District Council, Detroit and Southeastern Michigan, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, that this Agreement supersede and replace the system administered by the Municipal Employee's Civil Service Commission in cases other than an individual's entry into the service of the City.

Section 4. All inspectors shall be certified in their craft as required by the Michigan Department of Labor, Bureau of Construction Codes. The City shall pay all reasonable expenses associated with inspectors maintaining certification once prior approval is obtained from the Building and Engineering Director.

ARTICLE 11

WORKING HOURS AND OVERTIME

Section 1. The standard work day and work week for bargaining unit employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, for a total of forty (40) hours per week. It is agreed by the parties that the work day will begin at 8:30 a.m. and will end at 5:00 p.m., with a 30-minute lunch break.

Union members may leave their City Hall office at 9:00 a.m., but agree to return to the office no later than 4:00 p.m. to be available for consultation with the public or other department members, provided however, that management reserves the right to require inspectors to stay later in the a.m. when it becomes necessary.

Section 2. The Employer may schedule overtime work and payment for such overtime work shall be in accordance with the following:

(a) All work performed in excess of the normal work day as defined above shall be paid at the rate of one and one-half (1 1/2) times the normal rate up to sixteen (16) hours of continuous work and two (2) times the normal rate thereafter.

(b) All work performed on a Saturday shall be paid at the rate of one and one-half (1 1/2) times the normal rate, and all work performed on a Sunday shall be paid at the rate of two (2) times the normal rate.

(c) All work performed on a holiday shall be paid at the rate of two (2) times the normal rate plus holiday pay. After eight (8) hours, the rate of pay on holiday shall be three (3) times the normal rate of pay.

Section 3. Any employee called in for emergency work will be provided a minimum of four (4) hours work or four (4) hours pay unless such call-in work hours are within three (3) hours of such employee's normal starting time whereupon the employee's work shall be treated as overtime.

Employees will not be paid for more than one (1) call-in pay in a twenty-four (24) hour period. The twenty-four (24) hour period to begin and end at midnight.

Section 4. All employees working a full shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods

shall be taken one before and one after lunch and each shall not exceed fifteen (15) minutes in length. For each four (4) hour period of overtime, the employee shall be entitled to one additional rest break of fifteen (15) minutes.

Section 5.

(a) The Union recognizes the necessity to work overtime on occasions and agrees that the Chief Steward will make every attempt to see that the necessary personnel are available.

(b) The City will use full-time employees by Department and classification for such overtime when available, but reserves the right to go to other departments or to use part-time and temporary help if full-time employees refuse the overtime.

(c) The City will make an attempt to secure overtime on a voluntary basis, however, it has a right to make a mandatory request for employees to report for overtime after failing to secure volunteers.

ARTICLE 12

MANAGEMENT RESPONSIBILITY

Section 1. Except where limited by this contract and any supplement hereto:

(a) The authority to determine the items to be produced, establish schedules of production, determine the methods, processes, means and places of production, are solely and exclusively the responsibility and the right of the City. The authority to direct, adjust, increase and decrease the working force, to remove employees and maintain discipline shall be vested

(July 1, 1990-June 30, 1994 Contract)

solely and exclusively in the management.

(b) The parties recognize and agree that there are situations wherein it becomes necessary for City Supervisors to engage in bargaining unit work, and herein agree that Supervisors may engage in such work:

(1) To train and retrain bargaining unit employees.

(2) In situations where regularly scheduled employees fail to appear for work during regular work hours.

(c) The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

(d) The City has the right to schedule overtime work as required, and the Union recognizes that many emergency situations can arise. The City has the responsibility in these duty assignments to provide equal compensation for equal work. In cases where an employee considers that these principles are not being observed, such employee may seek redress through the grievance procedure.

(e) It is understood by the parties that every incidental duty connected with the assignments cannot always be specifically defined. Nevertheless, subject to the limitations of this Agreement, the employees are expected to work these assignments.

(f) The following authority is conferred on City officials:

1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient

performance of all executive departments, among other executive responsibilities defined by the Charter.

2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the City Council in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.

4. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.

5. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research rules, regulations, resolutions and ordinances for this purpose, subject to the authority of the departments and the City Council.

6. The responsibility for administering Charter and Ordinances provisions relating to the Retirement Plan and the Insurance and Disability Plan.

ARTICLE 13

SICK LEAVE

Section 1. Seniority employees shall be credited with one (1) sick leave day per month worked. A month worked is any month in which an employee actually works or is on approved vacation or paid holiday for sixteen (16) or more days.

Employees hired by the City on or before June 30, 1990 may accumulate

(July 1, 1990-June 30, 1994 Contract)

up to one hundred and fifty (150) unused sick leave days. Employees hired by the City on or after July 1, 1991 shall only accumulate up to 110 unused sick days.

November 30th of each year shall be considered the year end. Credit for such sick leave will be compiled November 30th of each year and will be paid in the following manner: Upon retirement, forced retirement (or disability) or death, one hundred percent (100%) of accumulated sick leave days. For reasons other than the above, the employee will be paid one-half (1/2) of accumulated sick leave days upon severance of employment unless discharged for cause.

Section 2. The City shall be permitted to offer to purchase banked sick days from time to time provided that the sale of such days is at the employee's option and the number purchased reduces the employee's maximum contractual accumulation by the number purchased by the City.

Section 3. Employees shall have two (2) personal days per year not to be accumulated or charged to their sick leave days. These days shall be taken between July 1 and June 30 of each year and shall be scheduled by the employee with at least twenty-four (24) hours advance notice to the City except in employee proven emergency.

Section 4. Any employee injured on the job and the attending physician determines it is in the best interest of the employee not to return to work immediately, the employee shall be paid for a full day's work.

Section 5. Should an employee's period of illness extend so the employee's accumulated sick leave days are used up, the employee may make written request to be paid any vacation time that may be due the employee.

Section 6. All City employees in the bargaining unit who are injured

or become ill in the line of duty as defined by the Worker's Compensation Law shall be carried on the City payroll at no loss of take-home pay for such employee's classification for a period not to exceed one (1) year from date of injury. The employee shall continue to earn vacation leave, longevity pay, hospitalization, life insurance and seniority rights.

All monies received by the employee from Worker's Compensation or insurance paid for by the City shall be returned in its entirety to the City during the above period.

In the event that such an employee receives disability benefits from any source such as U.S. Social Security Administration or Pension Plan, retroactive or otherwise, the employee shall be liable to reimburse the City for any amounts paid by the City to supplement Worker's Compensation benefits for the period covered by the disability benefit.

Section 7.

(a) An employee whose illness extends beyond five (5) working days shall be required to furnish the Employer with a doctor's statement as to the type of illness and ability to return to work.

Before an employee returns to work, the employee must make an appointment through the Personnel Department to see the City physician. A clearance by the physician or designated replacement is needed before an employee can return to work.

(b) An employee who takes sick leave shall not be entitled to be called for overtime work until such employee has returned to and worked a full day.

(c) The employee shall notify the Building and Engineering Director or Deputy Director prior to scheduled starting time if such employee is to be off sick. It is agreed that an employee will attempt to alert management as

far in advance of scheduled starting time as possible about a pending absence.

Section 8. The Union agrees to the following no-fault attendance program which shall be concerned only with incidents of absence, not with the reason for the absence.

An incidence of absence shall be calculated as follows:

1. 1 or more consecutive days = 1
2. Any part of a single day = 1/2

Discipline for accumulating incidents shall be imposed as follows:

- 8 incidents.....verbal warning
- 10 incidents.....written warning
- 12 incidents.....1 day suspension
- 15 incidents.....3 day suspension
- 17 incidents.....DISCHARGE

All incidents shall be counted in any 19-consecutive month period.

All absences count in this program whether or not the day is paid; provided that previously scheduled vacation, bereavement leave, or personal days will not count; on the job injury absence will not be counted; written notice and proof of an incidence of hospitalization wherein the person is admitted because of an injury will not be counted. An employee who is ordered to appear at a District, Circuit or Federal Court pursuant to a Witness Subpoena, or an employee who is on jury duty or having outpatient surgery in a hospital or hospital administered free standing outpatient surgicenter shall not have an incident charged to them if they supply the Employer with documentation of the event at least 10 days in advance.

Wherever the policy speaks in terms of a rolling period, that period

shall be expressed as "consecutive" months.

When a person reaches 11 incidents, that person will receive a conference with the City in which conference the City will provide the person an opportunity to explain their attendance and the person will be given the opportunity to establish by credible written medical opinion (not a conclusionary statement) by a medical doctor or doctor of osteopathy a medical explanation for such incident. The purpose of this pre-prevention conference is not to make the policy a "fault" policy but to adjust the policy required penalty if considered appropriate by the City.

For each sixty (60) consecutive calendar days, employees that do not have an incident in such sixty (60) consecutive calendar days from their last incident shall have the oldest incident otherwise eligible for policy consideration eliminated from consideration under the attendance policy.

ARTICLE 14 .

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Written leaves of absence for specified purposes and period of time may be granted employees without loss of seniority.

Section 2. Leaves shall be granted for a period of up to six (6) months upon demonstrated inability to perform City assigned job tasks as certified by a qualified medical doctor (M.D.) or doctor of osteopathy (D.O.). The City shall have the right to require a physical examination each week during the disability if it desires.

Section 3. The City shall provide "forms" to an employee to request a leave of absence. The forms will be obtained from the Personnel Department. Any employee desiring a leave for any reason shall submit such application

in excess of thirty (30) calendar days prior to the date the leave is to commence and the City shall grant or deny such request within ten (10) City Hall business days of receipt of the request. The 30-day requirement may be waived if there is an emergency.

Section 4. Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do and the length of time she may continue to work.

(a) She shall be permitted to continue to work in accordance with her physician's recommendation, providing the employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee to be off the job.

(b) A maternity leave of absence shall be handled in the same manner as a medical leave of absence.

Section 5. All employees shall be entitled to five (5) work days per funeral to make preparation for and attend the burial and funeral of an immediate member of the employee's family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters and brothers-and-sisters-in-law. The employee shall also be entitled to three (3) work days for the funeral of grandparents-in-law or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One (1) additional work day for travel will be given for funerals more than three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Department Head and the

Department Head's refusal to grant the extension, is subject to the grievance procedure of this contract.

ARTICLE 15

HOLIDAYS

Section 1. Employees will have the following holidays off with pay:

| | |
|-------------------------------|------------------------|
| Day before New Years's Day | Thanksgiving Day |
| New Year's Day | Day after Thanksgiving |
| Decoration Day (Memorial Day) | Day before Christmas |
| 4th of July | Christmas Day |
| Labor Day | Good Friday |
| Veteran's Day | Employee's Birthday |

Employee's birthday holiday may be taken within one week prior or subsequent to the employee's birthday provided the employee gives the City seven (7) days prior notice.

Section 2. The City shall pay holiday premium pay as per Working Hours and Overtime Article 11, Section 2 (c), only on the day given off by the City as the holiday.

Section 3. If the holiday falls on Saturday, the employee shall have the Friday prior to the holiday off with pay. If the holiday falls on Sunday, the employee shall have the following Monday off with pay. For those employees on a Tuesday through Saturday work week, a special provision shall apply. If the holiday falls on Sunday or Monday, the employee shall have the following Tuesday off with pay. If the holiday falls on Friday or Saturday, the employee shall, during the week of that holiday, work Monday through Thursday.

Section 4. Seniority employees shall be paid eight (8) hours pay at their regular straight time hourly rate for all holidays covered in this Agreement.

Section 5. To be eligible for holiday pay, an employee must work all scheduled straight time work hours and the work day immediately preceding and following the contract holiday unless on a management previously approved personal or vacation day.

ARTICLE 16

VACATIONS

Section 1. Employees will receive paid vacation time off based upon total length of continuous City service (whether or not within this bargaining unit) on the following basis:

| <u>LENGTH OF SERVICE AS OF JAN. 1</u> | <u>VACATION ALLOWANCES PER YEAR</u> |
|---------------------------------------|--|
| After one (1) year | 11 working days |
| After five (5) years | 16 working days |
| After ten (10) years | 21 working days |
| After fifteen (15) years | 1 additional day for each year of service after 15 years |

Section 2. Vacation period is from January 1st through December 31st. Every effort will be made to grant vacations at a time to meet the wishes of the employee and also maintain the operation of the department.

Section 3. An employee's vacation pay will be based on the regular, normal work week.

Section 4. If a holiday falls within an employee's vacation, such employee will be given an extra day's vacation.

Section 5. Employees who have less than one (1) year of service on January 1st of any year shall receive a prorated vacation to be used during that calendar year. Proration shall be one (1) vacation day for every two (2) months worked to a maximum of five (5) days.

Section 6.

(a) If an employee's services are terminated for any reason except firing, before receiving vacation pay due, employees shall be paid a lump sum in lieu of vacation computed at employee's basic rate in effect on the day that the employee's services are terminated.

(b) If a disagreement occurs over vacation, seniority by classification will be determining factor. However, management retains the right to keep sufficient employees on the job to operate.

(c) Vacations may be taken by the day or week subject to approval by the Building and Engineering Director or Deputy Director.

Section 7. Inspectors must take at least one week of vacation between November 1 and April 1. This section does not apply to inspectors with less than one-year seniority.

ARTICLE 17

INSURANCE

Section 1.

(a) The City shall continue to pay the full cost of life insurance in the amount of \$12,500 with \$25,000 accidental benefits.

(b) The City shall also pay life insurance for all retirees in the amount of \$2,000.

Section 2.

(a) The City will pay Blue Cross Hospital Plan (Master Medical-Semi-Private) for single employees and full family rates for all married employees.

(b) At City option, persons hired on or after July 1, 1987 shall be enrolled in a Health Maintenance Organization (HMO) as may be selected and approved by the City.

(c) Health Care Cost Containment. The City at its option may implement any or all of the following health care cost containment programs:

(1) Pre-admission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).

(2) Mandatory Second Surgical Opinion (MSO) with a 20% cost penalty for failure to seek a second opinion if required by the program. Required second opinions shall be paid for by the plan.

(3) Foot surgery Predetermination program BC-BSM or equivalent.

(4) City at its option may designate the BC-BSM Trust 15/20 program (PPO) or equivalent as the primary traditional benefits program.

(5) All premium cost increases for active employees in excess of the City contribution existing after PPO rates established** will be shared on a 50-50 basis at \$55 per year cumulative maximum. The City contribution base over which cost sharing occur is as follows:

| | |
|------------|----------|
| Single: | \$133.16 |
| 2 Persons: | \$306.51 |
| Family: | \$331.93 |

(6) All premium cost increases for retirees retiring on or after July 1, 1987 which are in excess of the City contribution existing on June 30, 1987 will be shared on a 50-50 basis according to the following schedule

(July 1, 1990-June 30, 1994 Contract)

after PPO rates are established:

- (a) Non-Medicare: \$45 per year cumulative maximum
- (b) Medicare: \$25 per year cumulative maximum over following

base:

| | |
|-------------------|-----------|
| 1 Comp: | \$ 61.47 |
| 2 Comp: | \$122.94 |
| 1 Comp/1 Regular: | \$182.34* |
| 1 Comp/2 Regular: | \$325.79* |

* Combination Rate Formulas: Maximum divided by base rate equals percentage. Percentage times medicare rate that applies equals combination rate cost sharing.

** As of August 20, 1988 PPO rates will take effect.

(7) Retiree health care benefit levels for future retirees retiring on or after July 1, 1987 shall not exceed the benefit levels for then active employees. The City will only pay fifty (50%) of a health care benefit if a person retires with less than 15 years of service.

(8) A retiree's coverage shall not be changed to include any other person being covered under the health care plan after that retiree's retirement.

(9) The Master Medical program deductibles and co-pays shall be \$150/\$300 (80/20) program.

(10) City at its option may participate in the BC-BSM (or equivalent) Prescription Drug Maximum Allowable Cost Program a/k/a the Generic Drug Program.

(11) City at its option may participate in the BC-BSM Alternate

Prescription Drug Program a/k/a the Prescription Drug Blue Preferred Plan (or equivalent).

(12) City at its option may implement the BC-BSM Substance Abuse Case Management System (or equivalent).

(13) Increase prescription drug co-pay to \$10.00.

(14) Excluded from reimbursement under the prescription drug program is the drug Rogaine when prescribed for baldness.

(15) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.

(16) The following program riders shall be deleted from the City plan: SD, D45NM, DC (Dependent Child) and ML (Member's Liability).

(17) When more than one family member is employed by the City, there shall be no duplicate coverage by City health plans.

(18) The City at its option, may transfer persons enrolled in HMO plans to a City PPO plan.

(19) The City will pay health insurance premiums for a bargaining unit person on a City approved medical leave of absence for a period not to exceed six (6) months from that person's last day of work provided the person is otherwise eligible; provided further that persons returning to work must complete a thirty (30) day requalification period before that person shall again be eligible for City paid health premiums while on a medical leave of absence.

(20) Persons in the bargaining unit receiving sickness and accident insurance benefits shall not be required to participate in health premium cost sharing during the 26 weeks such sickness and accident insurance benefits are being received.

(July 1, 1990-June 30, 1994 Contract)

Section 3. The City shall procure and maintain at its own expense an insurance policy providing for each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks in accordance with the following schedule:

- (a) \$175 on or after ratification,
- (b) \$185 July 1, 1989.

Section 4. To be eligible for either sickness or accident benefits, an employee must have:

- (a) Achieved seniority and be working full time.
- (b) Become wholly and continuously disabled.
- (c) Be under a doctor's care and furnish evidence of same upon request.
- (d) Furnish the insurer with satisfactory proof of disability upon request.

Section 5. The employee shall not be eligible for sickness and accident benefits while that employee is:

- (a) Eligible for unemployment benefits under any unemployment compensation law, or
- (b) On layoff, or
- (c) On leave of absence, or
- (d) Has quit their employment, or
- (e) Been discharged for cause, or
- (f) Is receiving Worker's Disability Compensation Act Benefits, or
- (g) Has accumulated unused sick days, or
- (h) Has accumulated unused vacation days.

Section 6.

(a) The City may, with prior notification to the Union, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels and the City shall be entitled to receive any dividends, refunds or rebates earned without condition.

(b) All benefits shall be subject to standard provisions set forth in the policy or policies.

(c) Benefits for otherwise eligible new employees shall become effective on the first day following such employee's ninetieth (90th) calendar day from date of hire.

(d) Subject to COBRA requirements then existing, when employment is interrupted by layoff, discharge, quit, strike, leave of absence other than maternity or medical leave, all insurance coverage continues for thirty (30) days or until the next premium is due.

(e) In the event any employee fails or refuses to make timely payments of employee-contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.

(f) Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments, the City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

(g) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Section 7. Subject to Section 2 (c) (19) above, during any period an employee is off on a medical leave of absence, including a pregnancy leave, all insurance (Blue Cross hospital, medical and life insurance) will be continued in full force by the Employer at the group rate.

Section 8. Subject to Section 2 (c) above, with respect to employees retired under normal, early or disability provisions of the plan, the employee shall be entitled to the same hospital and medical insurance benefits which are currently in effect or as negotiated with the City.

Section 9. In the event of any payment under the City insurance plan on behalf of any person covered by such City insurance plan, the City shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefor against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."

Section 10. In a joint continuing effort to control the cost of insurance, the City and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under City health insurance and any other group health insurance policy which a City employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 11. Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree, will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled. It is understood that eligibility for Medicare shall be first eligibility under then current federal law and the City agrees that upon request it will assist employees or City retirees in applying for Medicare benefits.

Section 12. City shall not be required to cover the retiree who is covered under such other hospitalization plan which is equivalent or better or becomes covered while being covered under the City retiree plan, provided, however, the coverage shall continue and shall not be terminated if the City is reimbursed for said premiums within ninety (90) days after notifying the retiree of amount of premium due, and said retiree's coverage shall remain in full force and effect. The City shall resume payments on behalf of the retiree when such other hospital plan coverage ceases. Should the retiree, once having that person's benefits terminated, cease to be covered by another plan, such retiree may be reinstated by filing a written application for such coverage to be reinstated pursuant to this Agreement, if the retiree meets eligibility requirements. The retiree's coverage shall not be changed to include any other persons being covered under the hospitalization plan after their retirement. Retiree health care coverage shall include the retiree and eligible family members at time of retirement.

ARTICLE 18

LONGEVITY

Section 1. The City will pay longevity on the following to employees hired by the City on or before June 30, 1987 (whether or not within this bargaining unit):

2% after 5 years' service
3% after 8 years' service
4% after 10 years' service
5% after 12 years' service
6% after 15 years' service
6.5% after 17 years' service
7% after 20 years' service

For employees hired by the City on or after July 1, 1987, longevity will be paid as follows:

7 years -- \$250
10 years -- \$500
15 years -- \$700
20 years -- \$900

Section 2. Longevity will be paid in the month of December of each year. Employees who are off the payroll of the City of Dearborn Heights for a period of two (2) months or more in a calendar year shall have their longevity payments reduced by 1/12 for that calendar year for each full month they are off the payroll.

Section 3. Employees who are on paid leaves of absence or Worker's Compensation shall be considered as on the payroll.

Section 4. Employees returning from unpaid leaves of absence which are of a duration in excess of sixty (60) calendar days in one (1) year shall be required to work sixty (60) calendar days before receiving their longevity payment. Employees who are not on the payroll during the month of December shall receive their longevity pay within thirty (30) calendar days after

returning to the job. If the employee was off the payroll less than sixty (60) calendar days, they shall receive their longevity pay within five (5) work days following the sixty (60) calendar days required on the payroll period.

Section 5. Longevity will be prorated if the person dies during or retires from City service. Longevity will not be paid if a person quits or is discharged from City employment.

ARTICLE 19
WAGES & BENEFITS

Section 1. Effective on the date indicated, the stated general retroactive increases for employees hired on or before June 30, 1987 are:

| <u>BUILDING INSPECTOR</u> | <u>ANNUAL</u> | <u>BI-WEEKLY</u> | <u>DAILY</u> | <u>HOURLY</u> | <u>TIME AND ONE-HALF</u> |
|---------------------------|---|------------------|--------------|---------------|--------------------------|
| July 1, 1990 | \$33,084.70 | \$1,272.49 | \$127.25 | \$15.91 | \$23.86 |
| July 1, 1991 | \$34,408.09 | \$1,323.39 | \$132.34 | \$16.54 | \$24.81 |
| <u>OTHER INSPECTORS</u> | | | | | |
| July 1, 1990 | \$32,366.15 | \$1,244.85 | \$124.49 | \$15.56 | \$23.34 |
| July 1, 1991 | \$33,660.80 | \$1,294.65 | \$129.47 | \$16.18 | \$24.27 |
| <u>ALL INSPECTORS</u> | (Hired on or before June 30, 1987 including Building and other inspectors.) | | | | |
| July 1, 1992 | \$35,175.54 | \$1,352.91 | \$135.29 | \$16.91 | \$25.37 |
| July 1, 1993 | \$36,758.43 | \$1,413.79 | \$141.38 | \$17.67 | \$26.51 |

Section 2. Effective for the dates July 1, 1990 through June 30, 1994, the following wage schedule will apply to persons* hired into the bargaining unit:

| | |
|----------------|---|
| START | \$27,000 |
| AFTER 6 MONTHS | \$28,000 |
| AFTER 1 YEAR | \$28,500 |
| AFTER 2 YEARS | \$29,782.50 |
| AFTER 3 YEARS | \$31,122.71 |
| AFTER 4 YEARS | \$33,500 |
| AFTER 5 YEARS | MAXIMUM (Same as Article 19, Section 1) |

*Upon ratification by City Council, a \$500 signing bonus shall be given to second tier employees only on the payroll.

Section 3. Dental Insurance will be maintained as a contractual fringe benefit.

(July 1, 1990-June 30, 1994 Contract)

Section 4. The employees shall be entitled to the same retirement benefits that are currently in effect or negotiated with the City:

(A) NORMAL RETIREMENT BENEFIT

- (1) With respect to benefits payable on or after July 1, 1981, one and three-quarters (1-3/4) percent of the employee's average monthly compensation multiplied by the number of their years of credited service.
- (2) On and after July 1, 1982, two (2) percent of the employee's average monthly compensation.
- (3) On and after July 1, 1983, two and one-quarter (2-1/4) percent of the employee's average monthly compensation.
- (4) Employees retiring July 1, 1984 and thereafter, with vested pension benefits, will have the computation factor increased by 1/4 of one percent from 2.25% in effect on June 30, 1984 to 2.50%.
- (5) Notwithstanding anything in this Agreement to the contrary, persons hired on or after July 1, 1987 shall be eligible upon retirement to a benefit calculated at two (2) percent of the employee's average monthly compensation.

(B) SURVIVING SPOUSE BENEFIT

Upon the death of a City employee who has completed at least ten (10) years of credited service under the retirement plan for the employees of the City and who is survived by his/her legal wedded spouse to whom he/she has been married continuously during the one (1) year period ending on his/her date of death, the City retirement plan shall provide a monthly surviving spouse benefit commencing on the first day of the month following the month of the employee's death. The surviving spouse shall not receive retiree

health insurance benefits, unless deceased employee was eligible to retire under the Normal or Early retirement provisions of the retirement plan on the day before the day of his/her death.

The amount of the monthly surviving spouse benefit shall be based on the employee's Credited Service on his/her date of death and shall be determined in accordance with the surviving spouse benefit provisions of the retirement plan (i.e., benefit percentage, early retirement percentage, survivor percentage, etc.) as if the employee had retired on the day prior to the day of his/her death provided that in the event that the employee dies prior to attaining age fifty-five (55), the benefit shall be determined as if the employee had attained age fifty-five (55) on the day prior to the day of his/her death.

(C) LUMP-SUM PAYOUT

Upon leaving City service, lump sum payout will be as follows:

(1) 33-1/3% upon termination and 33-1/3% on the next two annual anniversaries of such termination.

(2) The City will pay 6% interest on a declining balance method on sums retained.

(3) Subject to paragraph (c) (1) above, the City shall have the option of paying in full, at any time following employment termination, amounts of \$7,500.00 or less without interest penalty.

Section 5. For persons hired on or before July 1, 1984 there shall be created a contractually recurring Monetary Fringe Benefit (MFB) payment of 1.75% lump sum payment to be paid annually and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1 annually calculated

(July 1, 1990-June 30, 1994 Contract)

through June 30 for persons on the payroll as of June 1. The MFB will be prorated if person dies during, or retires from City service. The MFB will not be paid if a person quits or is discharged from City employment. The 1.75% lump sum benefit shall be calculated on the average annual straight time salary of AFSCME employees hired on or before July 1, 1987 as if that salary existed on the June 30 immediately preceding the calculation date provided for in this subsection.

Section 6. The City will provide transportation for City related work, as well as to and from training seminars and/or classes as directed by the Administration.

ARTICLE 20

RESIDENCY

All employees must live within the City limits as defined by the City Charter for their first seventeen (17) years of City service since last date of hire.

ARTICLE 21

SAFETY OF VEHICLES

Section 1. If a vehicle should be determined as defective and unsafe for use during any tour of duty, the employee shall cause same to be parked and the vehicle shall remain parked until properly cleared by the mechanic on duty as fit for road service; provided, that the employee utilizing equipment will report all alleged equipment defects upon mutually agreed forms provided by the City, in writing, not later than the end of their shift; provided further, that in the event any employee refuses to utilize a vehicle, such employee shall provide detailed safety objections in writing.

It is understood and agreed that claims of safety defects shall not be utilized as a work avoidance device.

Section 2. All injury, vehicle accidents or equipment accidents shall be reported to the employee's supervisor and to the Police Department. The Police Department shall be requested to write an accident report.

In the event the police report shows negligence on the part of the employee, placing such employee at fault, the employee may be subject to discipline.

Section 3. The parties being desirous of promoting safe work practices hereby agree that employees shall not operate City equipment while under the influence of intoxicating beverages or controlled substances, nor shall City equipment or vehicles be used to transport such items. The parties further agree that employees shall not be permitted to start work if they are under the influence of intoxicants or controlled substances.

ARTICLE 22

LICENSURE AND SKILL REQUIREMENTS

Section 1. Each Mechanical Inspector shall be licensed in the trade they oversee, and each Building Inspector shall demonstrate adequate related education and experience. All inspectors shall be licensed by the State of Michigan in their respective classification(s) subsequent to hire.

Inspectors not licensed by the State of Michigan must secure a proper license by the end of their probationary period or be subject to discharge.

Section 2. It shall be the responsibility of each member of the bargaining unit to provide the City with proof of licensure including but not limited to a xerox copy of the license and renewal. In addition, each

member of the bargaining unit shall be obligated to provide the City with proof of renewal and notice of suspension, revocation or lapse of license. The City shall have no obligation to retain an unlicensed member of the bargaining unit.

ARTICLE 23

NO STRIKE - NO LOCKOUT

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. During the term of this Agreement, the Union will not cause or permit its members to cause nor will any member of the bargaining unit take part in a strike.

Section 3. The Union agrees that it will not sanction, nor will its members observe, picket lines of any other Union or group erected at, near, or on City premises during the term of this Agreement.

ARTICLE 24

TERM OF AGREEMENT

This Agreement signed this 19th day of May 1992
shall remain in effect through and until 11:59 p.m., June 30, 1994.

BY:

CARPENTERS DISTRICT COUNCIL, DETROIT
AND SOUTHEASTERN, MICHIGAN UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, AFL-CIO

CITY OF DEARBORN HEIGHTS

[Signature]

[Signature]
LYLE C. VAN HOUTEN, MAYOR

[Signature]

[Signature]

[Signature]
HELENE SHERIDAN, CITY CLERK

5/4/92
DATE

May 18, 1992
DATE

ATTACHMENT "A"
DEDUCTION SERVICE AGREEMENT FORM

PLEASE PRINT BY;

_____, _____, _____
Last Name First Name Middle Initial

TO: CITY OF DEARBORN HEIGHTS, MICHIGAN

Effective _____ the undersigned
(Month, Day, Year)

hereby agrees that in consideration of the City of Dearborn Heights deducting from my pay such sums as are due to "MILLMEN'S LOCAL 1452, United Brotherhood of Carpenters and Joiners of America, AFL-CIO," hereinafter called the "Union", and remitting such money deducted from my pay to the Union, I hereby agree to hold the City harmless against any and all claims, demands, lawsuits or other form of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, that I do hereby agree that in the event a refund is due for any reason, I will seek such refund from the Union; provided further I do hereby agree to permit the deduction of any and all sums I may owe the City of Dearborn Heights.

Employee's Signature

Date