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6/30/92

A G R E E M E N T

Between

CITY OF HAZEL PARK

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Hazel Park, City of

Effective July 1, 1989 through June 30, 1992

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A G R E E M E N T

THIS AGREEMENT, entered into this 17th day of AUGUST, 1990, by and between the CITY OF HAZEL PARK, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located in Detroit, Michigan, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the "Union".

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

WHEREAS, the parties recognize that the interests of the public are vital and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and of promoting and improving peaceful municipal and economic relations between the parties.

ARTICLE 1

RECOGNITION, AGENCY SHOP AND DUES

Section 1.

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

Section 2.

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

Section 3.

Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligations to the extent that s/he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 4.

In accordance with the policy set forth above, all

employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount equal to the Union's regular and usual dues and initiation fees. For regular employees, such payments shall commence on the completion of the thirty-first (31st) day worked by such employee or the thirty-first (31st) day following the execution of this Agreement, whichever is the later. For future employees, such payments shall commence upon the completion of their probationary period or the thirty-first (31st) day following the execution of this Agreement, whichever is the later.

Section 5.

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

Section 6.

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

Section 7.

Each newly hired employee shall be a probationary employee for the first six (6) months of employment. When an employee

completes his/her probationary period, s/he shall qualify for membership in the Union and not before. Probationary employees may be laid off or terminated at the discretion of the City without recourse to the Grievance Procedure.

Section 8.

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

Section 9.

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

ARTICLE 2

SENIORITY

Section 1.

Seniority of employees shall be city-wide seniority and an up-to-date seniority list shall be posted and a copy supplied to the Stewards.

Section 2.

A new employee, after completing his/her six (6) months probation will be placed on his/her seniority list as of the

first day of his/her employment. In addition, s/he will also be placed on a city-wide seniority list. When two or more employees enter the D.P.W. on the same date, the employee with first letter of his last name will determine who has the most seniority. (Example: If two employees enter the D.P.W. on the same date, and one is named Bennett and the other is named Morgan, then the employee with the name Bennett shall have more seniority.)

Section 3.

When there is a reduction of the work force, the following procedure shall govern in making layoffs:

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

Employees shall notify the City of their proper post office address or change of address and receive receipt for same. The City shall be entitled to rely upon the address

shown upon its records for all purposes.

Section 9.

An employee who has been permanently or partially incapacitated by occupational injury or illness arising out of and in the course of his/her employment with the City, shall be permitted to work light duty, subject to the approval of both the employee's and City's physicians.

Section 10.

An employee so assigned shall be paid the regular rate of the job to which he/she is assigned, unless his/her incapacity renders him/her unable to perform a normal day's work, in which case, a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

Section 11.

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

ARTICLE 3

JOB BIDDING

Section 1.

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

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

Section 2.

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

Section 3.

This posting procedure shall not prevent the city from hiring from the outside whenever qualified applicants are not available from within the City Departments.

ARTICLE 4

DISCHARGE AND LOSS OF SENIORITY

Section 1.

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

- A) S/he quits.
- B) S/he is discharged for just cause, unless reversed through the Grievance Procedure.
- C) S/he is absent from work for three (3) consecutive

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working days without notifying the Employer of such absence unless the employee presents a certificate from a physician proving that it was a physical impossibility to so notify the Employer.

D) S/he fails to return to work after a layoff within three (3) days after delivery of a certified letter to his/her last known address from the Employer unless the said employee's failure to report is caused by sickness or accident and the city is notified of this condition.

Section 2.

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

Section 3.

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

ARTICLE 5

STEWARD

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

Section 1.

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

Section 2.

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

Section 3.

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

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

Section 4.

Job Steward and Alternate have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Job Steward and his/her Alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Steward shall be permitted reasonable time to investigate, present, and process grievances on the company property without loss of time or pay during his/her, regular working hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime, if within the regular schedule of the Steward.

Section 5.

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

ARTICLE 6

ADMINISTRATIVE RESPONSIBILITIES

Section 1.

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

Section 2.

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

Section 3.

The Union and the Employer have discussed a number of matters and bargained several effects which pertain to the

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

ARTICLE 7

JOINT RESPONSIBILITIES

Section 1.

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

Section 2.

In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and

they shall instruct all such persons to immediately cease the offending conduct.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 8

PROBATIONARY CLAUSE

Section 1.

All new employees shall serve a probationary period of not to exceed six (6) months.

Section 2.

A probationary employee may be laid off or terminated at the discretion of the City without recourse to the Grievance Procedure.

ARTICLE 9
HOURS OF WORK

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Whenever an employee has been scheduled or notified to report for work, and is sent home due to no fault of his/her own, s/he shall receive three (3) hours pay or be provided with some type of work of a reasonable, similar nature for three (3) hours.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

Work hours for D.P.W. employees shall be:

Year-round: 7:00 a.m. - 3:30 p.m.

Lunch: 11:30 a.m. - Noon

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

Section 10.

Comp Time verses Overtime - At employees option, but time must be taken within a three (3) month period. This section shall be governed by the Fair Labor Standards Act.

ARTICLE 10

COFFEE BREAKS AND CLEAN UP TIME

Section 1.

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

Section 2.

All employees shall receive a twenty (20) minute coffee break during the morning and afternoon hours.

ARTICLE 11

UNIFORMS AND GLOVES

Section 1.

The City will provide six (6) sets of uniforms for all of its employees with one (1) or more years of seniority. In addition to the above, one (1) winter jacket will also be provided. Each uniform set will consist of one (1) shirt, and one (1) pair of pants. Any number of coveralls can be substituted for any number of uniform sets on a one-for-one basis.

Section 2.

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

Agreement.

Section 3.

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

Section 4. Uniforms:

Uniforms to be supplied July 1st of each year. The employee is required to wear a clean, well maintained uniform each work day. At the employee's option and with the City's concurrence, he/she may receive the cash equivalent of up to one-half of the new uniform cost if he/she has an adequate supply of existing uniforms.

ARTICLE 12

SAFETY AND HEALTH

Section 1.

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

Section 2.

Safety regulations and equipment are intended to benefit both the employee and the City and must be observed and/or

worn at all times.

Section 3.

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

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1.

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

STEP 1:

Any employee having a grievance shall advise the foreman of the nature of the grievance and shall discuss it with the foreman. The Union Steward may be requested to participate in the discussion with the foreman. If not settled within the shift, it shall be reduced to writing and presented to the Department Supervisor. Any grievance not submitted within ten (10) working days of its occurrence shall be considered

automatically closed.

STEP 2:

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

STEP 3:

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

STEP 4:

In the event the Union is not satisfied with the decision of Step 3, the Union may, within five (5) days after the decision in Step 3, request in writing to the City Manager, that the grievance be submitted to the Appeal Board. Failure to make such request within ten (10) working days shall result in the grievance being automatically closed on the basis of the last decision.

The Appeal Board shall consist of the City Manager and one (1) representative appointed by him, and two (2)

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

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

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

Section 2.

Any grievance not appealed from a decision in one of the

steps of the above procedure to the next step as prescribed shall be considered dropped.

Section 3.

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

Section 4.

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

Section 5.

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if

available, work of a similar class at the same rate of pay, or as may be agreed to by the parties or as may be determined by the Appeal Board as the case may be.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

An agreement reached between the administration and the bargaining committee is binding on all workers affected and

cannot be changed by any individual.

Section 11.

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

Section 12.

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

ARTICLE 14

VACATION PROGRAM

Section 1.

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

Section 2.

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

- A) One (1) full continuous year of service shall be required before any vacation is granted. Nine (9)

months or 1,600 hours service in any prior fiscal year shall be deemed to constitute one (1) year of continuous service. Thereafter, vacation time shall be accumulated on a monthly pro-rata basis. Vacation time will not be accumulated while an employee is on Worker's Compensation. Vacation may be granted in advance of being earned in any one (1) fiscal year by approval of the City Manager. If such advance vacation is granted and subsequent thereto, the employee terminates City employment, any unearned vacation shall be automatically deducted from the employee's last pay.

- B) Employees with less than five (5) years of consecutive service shall receive a vacation of ten (10) working days.
- C) Employees with more than five (5) years of consecutive service shall be granted one (1) additional vacation day for each year in excess of the five (5), i.e., they shall receive vacations on the basis of the following schedule:

1986-1989

5 years	-	12 days
6 years	-	13 days
7 years	-	14 days
8 years	-	15 days
9 years	-	16 days
10 years	-	17 days
11 years	-	18 days
12 years	-	19 days
13 years	-	20 days
14 years	-	21 days
15 years	-	22 days
16 years	-	23 days
17 years	-	24 days
18 and over	-	25 days

- D) Vacation time, vacation/sick time and accumulated time can be accumulated for two (2) calendar years, if approved in advance by the City Manager. In no case shall it be accumulated for more than two (2) calendar years.
- E) A vacation schedule for employees in all departments shall be developed by the Department Head, keeping in mind the desires of the employees. It shall be the policy of each Department Head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to hiring additional help.
- F) Employees shall submit their vacation request to the Department Head before February 1st of each year and a vacation schedule shall be posted by March 1st of each year.
- G) All vacation pay will be figured on a normal day rate.

H) If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation shall be rescheduled.

ARTICLE 15

DISABILITY INSURANCE - SICK LEAVE

Section 1.

At no cost to the employee, the City will provide disability insurance as outlined per the attached Exhibit A or comparable coverage. The terms and conditions of the insurance policies are herein included by reference, and the City makes and presents no assurances beyond those terms and conditions.

Section 2.

Probationary employees will earn (accrue) sick leave at the rate of one (1) day (eight [8] hours) for each full month paid status of employment. The sick leave shall not be available for use or credited to the sick bank until successful completion of the probationary period.

Section 3.

All seniority employees will earn (accrue) sick leave at the rate of one (1) day (eight [8] hours) for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days. Sick leave days shall be accumulated to a maximum of thirty-six (36) days at the end of each fiscal year.

Section 4.

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

Section 5.

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

Section 6.

The steps outlined in Section 4 will continue each year

with payments (or choice of personal time) to be calculated in late June or early July based upon the rate of pay in effect on June 30 of the just-ended fiscal year.

Section 7.

Accumulated sick leave may be used in the following manner:

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. It is not the intent of this Article to discriminate against employees for the reasonable use of sick leave, but to assure the efficient and timely delivery of service to the public.

Section 12.

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

Section 13.

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

Section 14. Injury or illness outside the scope of Employment:

- A) Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period (30 days). (Vacation time may be approved for utilization upon exhausting the available

sick time based upon the sole discretion of the City Manager.)

- B) During the first two (2) months of a non-duty connected disability, the City will continue to provide hospitalization insurance, life insurance, optical insurance and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.
- C) If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty percent (50%). Accrued vacation, and if appropriate, personal time will be compensated at one hundred percent (100%).
- D) An employee who is unable to return to work after six (6) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

Section 15.

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

sister, brother, parent-in-law, or other relative in the employee's household.

ARTICLE 16

FUNERAL LEAVE

Section 1.

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

Section 2.

An employee will be granted a maximum of five (5) days leave, one-half (1/2) of which shall be charged to sick time, to attend the funeral of their spouse, child, mother, father, sister, brother, parent-in-law, grandparent, grandparent-in-law, or other relative in the employee's household when the funeral is held outside of a three hundred (300) mile radius of the City of Hazel Park.

ARTICLE 17

LEAVE WITHOUT PAY

Section 1.

Department Heads may grant leaves of absence without pay to regular employees up to ten (10) working days in duration.

When leaves are to exceed the ten (10) working days, they must be approved by the City Manager.

Section 2.

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

Section 3.

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

ARTICLE 18

EDUCATIONAL LEAVE

Section 1.

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

ARTICLE 19

JURY DUTY, NATIONAL GUARD, AND ARMED SERVICES INDUCTION

Section 1.

An employee who is called for jury service shall be excused from work for the days on which s/he serves (including required reporting for jury duty when summoned, whether or not

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

Section 2. National Guard Duty:

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

Section 3. Induction Into Armed Forces:

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

ARTICLE 20

PERSONAL LEAVE

Section 1.

Regular full-time employees shall receive three (3)

personal leave days in each year of this contract. Such personal days shall be in addition to personal days earned by the conversion of sick time. Personal days are to be taken off during the year in which they are earned or they will be lost.

Section 2.

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

Section 3.

Personal days will be granted only if manpower allows.

Section 4.

Personal days shall be used for personal business which can only be attended to during the employee's regular working hours, and not for vacation, recreation, shopping, or to attend any kind of sporting or social event. Personal days will not be charged to sick time.

ARTICLE 21

WORKER'S COMPENSATION

Section 1.

In case of injury to a regular full-time employee during the performance of his/her regular duties resulting in temporary physical disability to the extent that he/she is unable to resume his/her regular duties, he/she shall be entitled to his/her regular pay. The first seven (7) days of

such absence shall be paid by the City, but shall not be charged the employee's accrued sick time. After the first seven (7) days, the employee shall continue to receive his/her regular pay, but the difference between Worker's Compensation and his regular pay shall be charged against his accrued sick time, upon the expiration of which the City shall terminate regular pay and the employee shall receive only those benefits which s/he is entitled to under Worker's Compensation. Upon his/her return to full-time employment, the amount of sick time which had been charged against the employee during his/her absence will be restored to his/her credit; providing that the employee can justify by the statement of a competent physician, approved by the City, the fact that his/her absence and the length of his/her absence was due solely to a job-connected injury and provided further, that in the event of an alleged recurrence of the disability is due solely to the original job-connected injury and the employee shall be entitled only to the portion of the sick leave days which were not used during the first absence.

Section 2.

No employee will be entitled to compensation insurance during periods of convalescence from injuries received in the regular performance of his/her duties in addition to his/her regular compensation. Any compensation insurance due an employee of the City under the provisions of the City's compensation insurance policies during the convalescence period in which s/he is being paid his/her regular

compensation by the City, shall be endorsed and paid to the City Treasurer, and shall be credited to the proper funds of the City.

Section 3.

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

Section 4.

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

ARTICLE 22

HOSPITALIZATION

Section 1.

The City of Hazel Park will provide Blue Cross/Blue Shield preferred Physician coverage effective September 1, 1989, for all full-time employees and their families for so long as the employee remains on the payroll. The City will reimburse the deductible up to One Hundred Dollars (\$100) per calendar year when documentation is submitted by the employee.

SECTION 2.

Blue Cross defines the family to include the employee, the employee's spouse and children through the calendar year in

which they reach their nineteenth (19th) birthday.

Section 3.

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

ARTICLE 23

DENTAL COVERAGE

Section 1.

The City will provide dental care coverage for all full-time employees and their families. The dental plan shall provide the following:

- 100% Compensation for Preventative Treatment
- 80% Compensation for Routine Treatment
- 60% Compensation for Major Restorative Treatment
- 50% Compensation for Orthodontic Treatment
- Orthodontia 50% calendar year maximum \$1,000 except Orthodontia.
- Orthodontia \$1,000 lifetime maximum.

The City contribution for this coverage shall be one hundred percent (100) of the total cost.

ARTICLE 24
OPTICAL COVERAGE

Section 1.

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

Section 2.

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

Section 3.

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

- A. Annual eye exams.
- B. Annual lenses and frames.
- C. Frames included up to \$30.00.
- D. Number one (#1) rose indoor tint.
- E. Bifocals through a D-28.
- F. Kryptok, D-Seq or Executive Bifocals.
- G. Lenses - either glass or plastic.
- H. Contact allowance - \$50.00 toward hard or soft contact lenses.

Section 4.

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

ARTICLE 25

LIFE INSURANCE

Section 1.

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

Section 2.

A \$5,000.00 life insurance policy shall be provided to all persons who retire after July 1, 1980, at the City's expense.

ARTICLE 26

COMPENSATION

Section 1.

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

Section 2.

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

ARTICLE 27

WAGE RATE

Section 1.

Retroactive to July 1, 1989, classified employees will be paid according to the following schedule:

<u>CLASSIFICATIONS</u>	<u>BASE HOURLY RATE</u>		
	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Auto Mechanic	\$12.08	\$12.08	\$12.08
D.P.W. Workers	\$11.83	\$11.83	\$11.83

Section 2.

Each employee shall receive a lump sum payment each year, not to be added on the hourly rate, longevity, or overtime.

July 1, 1989 - \$2,300.00

July 1, 1990 - \$1,800.00

July 1, 1991 - \$1,500.00

Section 3.

Classified employees hired after July 1, 1989 will be paid according to the following schedule:

	START DATE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
Auto Mech.	\$9.25	\$9.82	\$10.38	\$10.95	\$11.51	\$12.08
DPW Worker	\$9.00	\$9.57	\$10.13	\$10.70	\$11.26	\$11.83

ARTICLE 28

OVERTIME

Section 1.

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

Section 2.

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

- A) For night work or time worked in excess of eight (8) hours in any day from Monday through Friday, except for street cleaning, pumping, hydrant flushing, and other occupations requiring normal working hours at night.
- B) For time worked on Saturday, provided that the employee shall have worked not less than forty (40) hours during the previous week. Paid sick time or vacation time shall be considered as time worked.

Section 3.

Employees will be paid two (2) times the regular hourly

wage rate for the time worked on Sundays or holidays, provided that the employee shall have worked not less than forty (40) hours during the previous week. Paid sick time or vacation leave shall be considered as time worked.

ARTICLE 29

SHIFT DIFFERENTIAL.

Section 1.

The following shift differential will be in effect:

2nd shift - Ten cents (\$.10) per hour

3rd shift - Fifteen cents (\$.15) per hour

Section 2.

Shifts are defined as follows:

2nd shift - 12:00 noon to 8:00 p.m.

4th shift - 8:00 p.m. to start of normal day shift

Section 3.

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

ARTICLE 30

HOLIDAYS

Section 1.

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

New Year's Eve	Veteran's Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Martin Luther King's Day
Two (2) Floating Holidays	

Employee's hired after July 1, 1989, shall not be entitled to the two (2) floating holidays or the employee's birthday.

Section 2.

Birthdays and floating holidays must be taken off during the year in which they are earned or they will be lost. Birthdays will be taken off during the week in which they occur.

Section 3.

Each employee shall be granted three (3) additional days off (ADO's) during each year of this Agreement. These ADO's must be used prior to June 30th of each year of the Agreement, or they will be forfeited. Selection of the dates to be taken off shall be based upon mutual agreement between the Employer and the employee. Employees hired after July 1, 1989, shall not be entitled to these three (3) additional days off.

Section 4.

When any of the above holidays falls on Sunday, the following Monday will be observed as a holiday. When any holiday falls on Saturday, the preceding Friday, or the

ARTICLE 32
COST OF LIVING

Section 1.

The employees under this Agreement shall receive a cost of living allowance which shall be in addition to each employee's straight time hourly earnings and will be adjusted up or down each three (3) months in line with the cost of living allowance determined in accordance with changes in the latest official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and hereinafter referred to as the BLS consumer Price Index. (This Index will be changed to a new base year of 1977=100 on January 1, 1982.)

Section 2.

During the term of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly as follows:

Effective Date of Adjustment: First pay period beginning on or about October 1, of each fiscal year and at quarterly intervals thereafter during this Agreement.

Based Upon: BLS Consumer Price Index for September of each fiscal year and at quarterly intervals thereafter.

Section 3.

In no event will a decline in the BLS Consumer Index,

following Monday shall be observed as the holiday day off at the discretion of the Department Head. Should employee's birthday fall on regular holiday, the employee is to receive either the day before or the day after, as arranged with the employee's Department Head.

Section 5.

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

Section 6.

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

ARTICLE 31

RESIDENCY

Section 1.

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

below the July index of each fiscal year, provide the basis for a reduction in the basic wage rate. Further, in no event shall a cost of living allowance be granted in excess of the following schedule:

1989-1990	-	\$.30
1990-1991	-	\$.30
1991-1992	-	\$.30

Section 4.

The amount of the cost of living allowance shall be in accordance with an index table to be agreed to by and between parties hereto as established on receipt of the June index in each year. There shall be a one cent (\$.01) per hour allowance for each 0.4 change in the index.

Section 5.

The amount of any cost of living allowance in effect at the time shall be included in computing overtime premium, vacation payments, holiday payments, longevity payment, and call-in pay, but will be indicated as a separate item on the paycheck.

Section 6.

In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 7.

COLA payments will be made in each pay period as they are earned and will be indicated separately from the base wages earned. There will be roll-in of COLA of thirty-six cents (\$.36) on the base rate for 1986. Thereafter, start from 0 after each contract year.

Section 8.

The parties to this Agreement agree that the continuance of the cost of living allowance is dependent upon the availability of the monthly BLS consumer Price Index in its present form and calculated on the same basis as the index for June in each year, unless otherwise agreed to by the parties. If the Bureau of Labor Statistics changes the form or the basis for calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for June in each year.

ARTICLE 33

LONGEVITY PAY

Section 1.

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

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

Section 2.

Employees who reside within the legal boundaries of the City of Hazel park as of December 1st in each fiscal year shall receive longevity payment for services to the City as follows:

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

Section 3.

Longevity adjustment shall be fractured to the nearest full cent.

Section 4.

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

ARTICLE 34

1968 RETIREMENT PLAN MODIFICATION

Section 1.

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

A) A general member may retire after his/her attainment of fifty (50) years if s/he has twenty (20) or more years of credited service, or after his/her attainment of age fifty-five (55) years, if s/he has fifteen (15) or more years of credited service, or after his/her attainment of age sixty (60) years, if s/he has ten (10) or more years of credited service, upon his/her written application filed with the Board setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, s/he desires to be retired. Upon his/her retirement, s/he shall receive a pension provided in Section 2.80.160.

B) This provision became effective July 1, 1980.

ARTICLE 35

EFFECT OF ORDINANCE #25

Section 1.

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

ARTICLE 36
WORK SECURITY

Section 1.

The City agrees that there will be no other layoffs unless there is an across the board reduction. On recall, the same shall apply to this bargaining unit, with the exception of the 20 firemen required by Charter.

ARTICLE 37
OPTION TO MODIFY HEALTH PLANS

Section 1.

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

ARTICLE 38
GENERAL

Section 1.

The position of Dog Warden to be removed from our bargaining unit.

Section 2.

Crew Leader may perform bargaining unit work but shall not replace full-time employees in the D.P.W. unit during

normal or overtime hours.

Section 3.

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

ARTICLE 39

TERM OF AGREEMENT

Section 1.

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1992.

Section 2.

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

Section 3.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice

of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

Section 4.

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

Section 5.

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

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

2825 Trumbull Avenue

Detroit, MI 48216-1297

and, if to the Employer, addressed to:

CITY OF HAZEL PARK

111 E. Nine Mile Road

Hazel Park, MI 48030

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

ARTICLE 40

SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties have hereto set forth their hands and seals this 23rd day of August, 1989.

CITY OF HAZEL PARK

TEAMSTERS STATE, COUNTY AND

MUNICIPAL WORKERS LOCAL 214

BY: James R. Styp

BY: [Signature]

BY: _____

BY: Ray [Signature]

BY: _____

BY: _____

BY: _____

BY: _____

LETTER OF UNDERSTANDING

IT IS AGREED AND UNDERSTOOD by the parties hereto, the CITY OF HAZEL PARK and TEAMSTERS LOCAL 214, that this letter is outside of, and in addition to, the Labor Agreement reached on July 2, 1986, by said parties.

It is further agreed that the following shall apply and be in effect during the term of the above Labor Contract:

- 1) Working Foremen at the D.P.W. will not have the right to bump Teamsters employees on the vacation schedule.
- 2) At the D.P.W., three (3) men will be allowed on vacation anytime during the year with possibly four (4), at the discretion of the Director.
- 3) All employees will be required to continue to hold the Auto Mechanics in the maintenance of equipment as established in the past. This would generally include greasing of vehicles, changing of tires, oil changes and/or filter changes if appropriate, replacing fuses, light bulbs, windshield wipers, small engine repair, and other light tasks required to improve the maintenance of all City vehicles and equipment.
- 4) Coffee breaks: It is understood that coffee breaks will not exceed the allotted time. Allotted time includes all travel and clean-up time.
- 5) Uniforms are not optional, but must be worn while working.
- 6) The Local Union shall be provided a suitable bulletin board for the posting of Local Union notices or other materials. No materials of a vulgar, profane or derogatory nature shall be posted thereon nor will notices and/or materials posted on the City's bulletin boards be removed or defaced.
- 7a) Employees wishing to use comp-time must designate it to the Crew Leader when overtime is needed that same day, and must be used within three (3) months or loss of the time unless advance notice from the D.P.W. Director.
- 7b) Comp-time needed to work overtime during the Christmas Holiday will have to be taken within that next month or advance notice from the D.P.W. Director.
- 8) Employees in the D.P.W. will get three (3) days off between Christmas and New years for vacation, but in such an emergency will be called in for overtime, employee will work for straight comp-time between the hours of 7:00 a.m. to 3:30 p.m.
- 9) In the Water and Sewer Department, two (2) employees with the possibility of three (3) to be allowed on vacation.

- 10) The D.P.W. will be combined into two units, one unit will be the Parks and D.P.S., the other, Water and Sewer.
- 11) There will be a forty (40) hour maximum training period for employees learning new equipment and jobs.
- 12) All jobs will be alternated in the Departments with no intention to discriminate any employee.
- 13) The maximum of being on one job will be thirty (30) calendar days, after 30 calendar days, the employee will be moved from such job for thirty (30) days except in case of an emergency where no other employee can run such equipment.
- 14) All employees will be broke into equipment and jobs by the end of this contract.
- 15) Any more wording to be worked on in this contract will be open for negotiations in this contract term.
- 16) Overtime Policy: In an emergency, any employee who is notified by the Police Department to perform overtime work may do so while on sick or vacation time.

CITY OF FAIR PARK

TEAMSTER LOCAL #214

Marilyn S. Manning
Marilyn S. Manning
City Manager

Michael Sunquest
Michael Sunquest
Steward

James Paterson
James Paterson
City Attorney

Victor Tomanello
Victor Tomanello
Alternate Steward

David Reichert
David Reichert
DPW Director

James J. Pano
James J. Pano
Business Representative

CITY OF HAZEL PARK

AND

TEAMSTERS LOCAL 214

LETTER OF UNDERSTANDING

It is hereby agreed by, and between the City of Hazel Park (hereinafter referred to as the "City") and the Teamsters, State, County and Municipal Workers, Local 214 (hereinafter referred to as the "Union") as follows:

1. It is understood and agreed by the Union and the City that, as a condition of continued employment, all bargaining unit members must maintain valid operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all City vehicles and equipment.

2. In order to assist bargaining unit members in the initial procurement (and renewals as may be required) of the Commercial Drivers License and required endorsements, the City agrees as follows:

a. The City will provide the required physical examination at City expense. Employees will be released from work for the purpose of undergoing the physical examination.

b. The City will pay the cost, if any, of the required written examination(s) upon the employee's successful completion of such examination(s).

c. The City will pay the cost, if any, of the required road test only upon the employee's successful completion of such test. (Employees must pay the cost of any failed road test(s).)

d. Employees will be released from work for the purpose of taking the required written examination(s) and road test(s). In the event the employee must repeat the written examination(s) or road test(s), further release time will be provided no more than once in each two (2) week period.

e. Upon issuance to the employee, the City will pay the cost of the required Commercial Drivers License and endorsements; provided that, should the employee leave City employment within two (2) years of the date of such payment, the employee shall reimburse the City through payroll deductions from the employee's

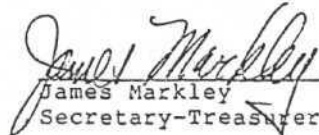
final paycheck(s).

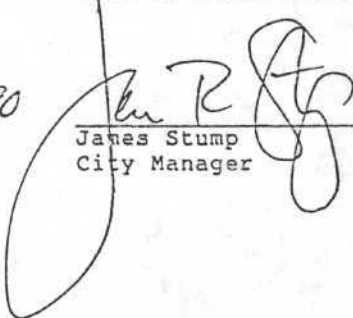
f. In the event an employee fails to obtain the Commercial Driver's License and required endorsements and such employee is unable to obtain an extension of time from the appropriate licensing agencies, the employee shall be placed on a thirty (30) day unpaid leave of absence which shall be considered a final notice period. If the employee fails to obtain the Commercial Drivers License and endorsements during the final notice period, employment shall be terminated at the end of the thirty (30) calendar day period.

3. An employee's loss of, or failure to maintain, all required operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all City vehicles and equipment, shall result in the termination of employment.

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214

CITY OF HAZEL PARK

 8-17-90
James Markley
Secretary-Treasurer


James Stump
City Manager


Ray Walters

Michel Sunquest

A Plan of Group Insurance

Designed For City of Hazel Park

Submitted By Gerald M. Parks



The Canada Life Assurance Company
Home Office—Toronto, Canada

General Provisions

Eligible Employees All administrative and maintenance employees under 65 years of age who work at least 30 hours per week for the employer on a regular basis, and who have completed 3 months of continuous service are eligible. Employees who do not apply within 31 days of first becoming eligible will be required to submit evidence of insurability.

Commencement of Insurance

If an employee completes an application for insurance or before the date on which he becomes eligible, his insurance commences on the earliest date on which he is eligible and has not been absent from work during the preceding fourteen days due to injury, disease or mental disorder.

Termination of Insurance

An employee's insurance will terminate:

- (a) When the Policy is terminated,
- (b) When his employment is terminated except as noted under Lay-Off or Leave of Absence,
- (c) When he ceases to be eligible,
- (d) When he stops making contributions in a group which is required to contribute or
- (e) When he begins a leave of absence to serve in the armed forces.

Definition of
Total Disability

For the first twenty-four months of disability, "disability" will be defined as the complete inability of the employee, due to injury, or disease, to perform any and every duty pertaining to his occupation, provided that the employee shall be deemed not to be disabled if he engages in any occupation.

Thereafter, "disability" will be defined as the complete inability of the employee, due to injury or disease, to perform any and every gainful occupation for which he is reasonably fitted by education, training or experience.

Benefit Period

Benefits will commence on the 131st day of continuous disability and will continue until the employee ceases to be disabled, dies or ~~attains age 65~~,* except in the case of disability due to a mental illness or disorder.

For disabilities due to a mental illness or disorder, benefits will payable until the employee ceases to be disabled, dies or attai ~~age 65~~, provided that after 24 months of disability the individual is confined in an institution qualified to care for such a disability.

*For employees disabled at the following ages, the corresponding Benefit Periods will be the maximum payout period from the date of disablement:

<u>Age of Disablement</u>	<u>Maximum Benefit Period</u>
61 or younger	to age 65
62	3 1/2 years
63 and 64	3 years
65 to 68	2 years
69	1 year

In no event will payments be made after age 70.



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Special Features Of The Plan

Rehabilitation Provision	A disabled employee who returns to work in rehabilitative employment may continue to receive benefits for 24 months. Rehabilitative employment is any occupation or employment for wage or profit engaged in by the insured employee while he would otherwise meet the definition of total disability. In such a case, the benefit will be reduced by 50% of the wages received from the rehabilitative employment. However, total income from all sources except an individual insurance policy will be limited to 75% of the monthly earnings of the employee prior to becoming disabled.
Waiver of Premium	The premium payable for an employee who is disabled for at least the qualifying period will be waived from the date of disability.
Recurrent Disabilities	Provision is made for recurrent disabilities. If an insured employee having ceased to be totally disabled, returns to work for the employer and within three months again becomes totally disabled from the same or related cause, the qualifying period will not again be applicable.
Benefits on Policy Termination	Benefits continue after the Policy is terminated. If an employee disabled prior to termination of the Policy, benefits will be paid as though the Policy had remained in force.



CANADA LIFE

SPECIAL NOTE

ion has been prepared on the assumption that on the effective date of the pro

cyee is absent from work because of sickness or injury

and

o no individuals to be insured who are not actively employ -d, but whose coverag
n continued by a special agreement with the present carrier (e.g. leave of absenc
irement).

re employees to be insured fall into the above categories, we will require fu
asons for not being at work, the nature of any disabilities, amounts of prese
ny further information necessary to evaluate the risk.

ving this information, we reserve the right to revise or withdraw our quotation.

Eligibility

All employees who are actively at work on the Effective Date are eligible to join the Plan.

After the Effective Date it is advisable for an Employer to re-employ new employees to establish permanency of employment so that they become eligible. A waiting period of three months is sufficient.

An employee who is not actively at work on the day he would become eligible, will be eligible upon his return to work.

Termination Of Employment

Upon termination of employment, all Group Insurance is continued. If an employee is laid off his insurance is continued until the end of the Policy month following the one in which he was laid off.

No Medical Requirements

No medical examination is required for basic insurance if an employee joins the Plan within 31 days of becoming eligible.



A weekly benefit in accordance with the Schedule of Benefits is payable to an employee who is unable to work because of sickness or accident while his insurance is in force.

The maximum benefit period, as shown in the Schedule, is in respect of each continuous period of disability, except in the case of an employee age 65 or over, when the maximum period applies to any twelve consecutive months.

One continuous period of disability includes all periods of disability from the same or related causes unless separated by 14 consecutive days when the employee is actively at work.

To qualify for this benefit an employee must be under the care of a qualified physician.

If an employee is disabled on the date of termination of the policy, coverage will continue in force during the disability but only until the end of the period for which benefits are payable.

Benefit
included)

Benefits are payable for ~~a maximum of six weeks in respect of~~ claims arising from pregnancy.

This benefit does not cover:

1. Intentionally self-inflicted injury while sane or insane.
2. Disability due to war or insurrection.
3. Disability due to participation in any riot or civil strife.
- ~~4. Disability due to pregnancy that existed at the time the employee became insured. (Complications of pregnancy expected).~~
5. Bodily injury sustained as a result of committing or attempting to commit a felony.

Benefits will be reduced by disability benefits the employee is entitled to apply for and receive under the Social Security Act (including dependents benefits). Benefits will also be reduced by all other disability benefits the employee is eligible for, except for benefits under an individual insurance policy.