

7510

6/30/91

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND

THE INKSTER CHAPTER

OF

LOCAL 290

OF THE

AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

EFFECTIVE

JULY 1, 1988 THROUGH JUNE 30, 1991

Inkster, City of

11/15/51



MEMORANDUM

TO :

FROM :

SUBJECT :

THE UNIVERSITY OF MICHIGAN

1

DATE :

BY :

AMERICAN LABOR UNION

1

STATE COUNTY AND CITY

DATE :

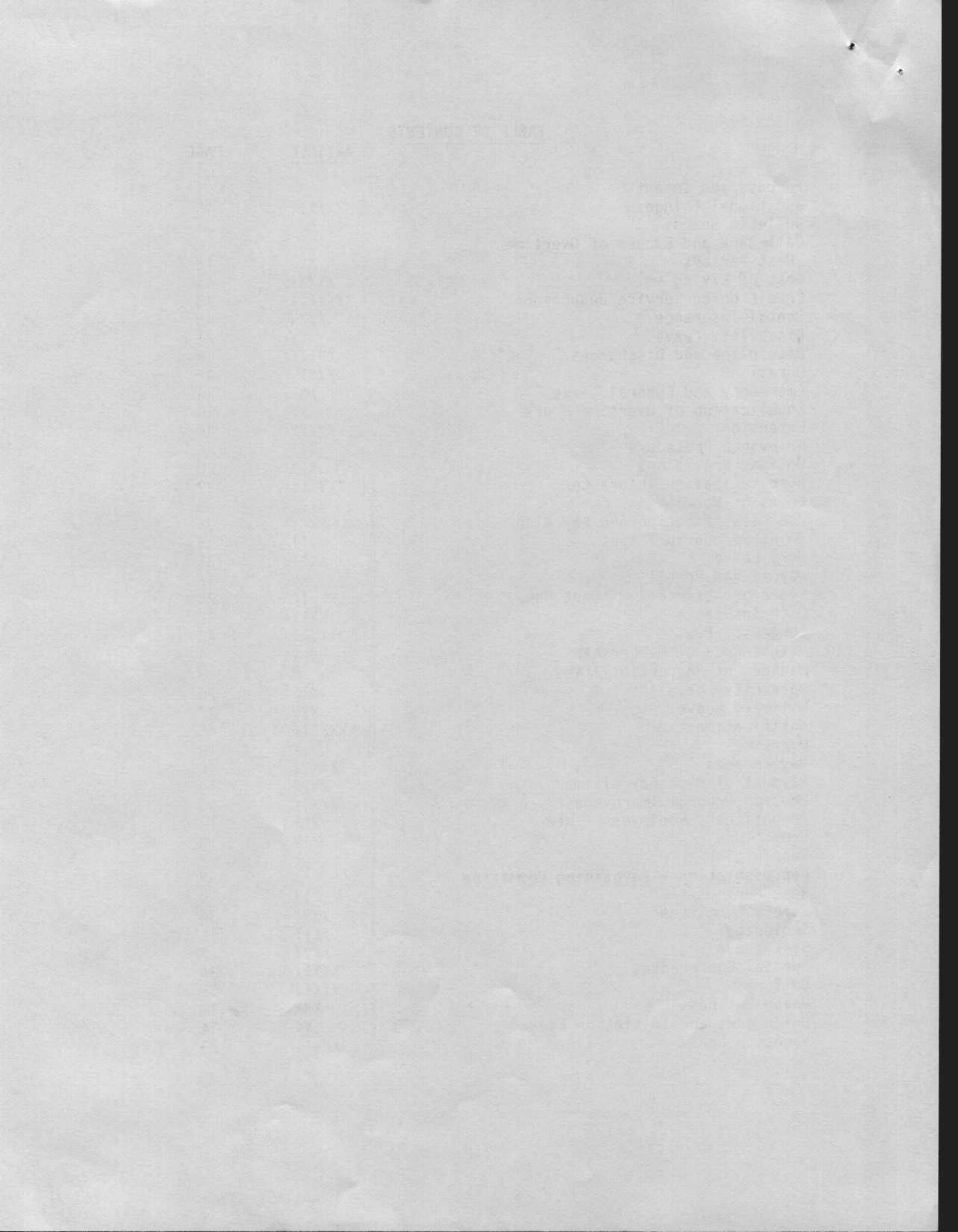
BY :

DO NOT WRITE IN THESE SPACES

MICHIGAN STATE UNIVERSITY
RELATIONS SECTION
LABOR AND INDUSTRIAL

TABLE OF CONTENTS

| | <u>ARTICLE</u> | <u>PAGE</u> |
|---------------------------------------|----------------|-------------|
| Purpose and Intent | | 1 |
| Additional Fringes | XXXXII | 45 |
| Bulletin Boards | XXXIII | 35 |
| Call-Back and Excess of Overtime | | |
| Rest Periods | XVI | 18 |
| Cost of Living | XXXXI | 45 |
| Credit Union Service Deduction | XXXVIII | 43 |
| Dental Insurance | XXXX | 45 |
| Disability Leave | XX | 21 |
| Discipline and Discharges | XVIII | 19 |
| Duration | XXXIV | 45 |
| Emergency and Funeral Leave | XXI | 24 |
| Equalization of Overtime Hours | XI | 10 |
| Extension | XXXV | 46 |
| Grievance Procedure | VII | 6 |
| Holiday Provisions | XIX | 20 |
| Hospitalization Insurance | XXVIII | 32 |
| Hours of Work | VIII | 9 |
| Job Classification and Pay Plan | XXXV | 35 |
| Joint Responsibilities | III | 3 |
| Jury Leave | XXII | 25 |
| Layoff and Recall | XV | 16 |
| Leave of Absence - Without Pay | XXIII | 25 |
| Life Insurance | XXIX | 32 |
| Longevity Pay | XXXVII | 42 |
| Maintenance of Membership | V | 4 |
| Management Responsibilities | IV | 3 |
| Maternity Leave | XXIV | 26 |
| Military Leave | XXV | 27 |
| Notification | XXXVIII | 45 |
| Overtime | X | 10 |
| Pay Changes | XXXVI | 40 |
| Payment of Back Pay Claims | XVII | 19 |
| Pension Program Improvement | XXXIX | 43 |
| Probationary Employees - New | XII | 11 |
| Promotions | XIV | 13 |
| Recognition | I | 2 |
| Representation - Bargaining Committee | II | 2 |
| Rest Period | IX | 9 |
| Safety Committee | XXXI | 34 |
| Seniority | XIII | 12 |
| Sick Leave | XXVI | 27 |
| Special Conferences | XXXII | 34 |
| Uniforms | XXXIV | 35 |
| Union Business | XXX | 33 |
| Union dues and Initiation Fees | VI | 4 |
| Vacation Leave | XXVII | 29 |



PURPOSE AND INTENT

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

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

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

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

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

I. RECOGNITION

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

II. REPRESENTATION - BARGAINING COMMITTEE

- (a) The employees shall be represented by a committee composed of five (5) employees, one of whom shall be the Chief Steward, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. Additional representation may be provided by the Local, Council and/or International of the Union.
- (b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.
- (c) There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.
- (d) The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief, or for legal Union activities. Both parties shall abide by all applicable Federal and State laws.

II. REPRESENTATION - BARGAINING COMMITTEE (continued)

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

III. JOINT RESPONSIBILITIES

- (a) NO STRIKE - NO LOCKOUT: 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, stay-in or slowdown, in any plant or 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. In the event of a work stoppage or other curtailment of or interference with production, the City may or may not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (b) In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
- (c) The City may discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this Agreement.

IV. MANAGEMENT RESPONSIBILITIES

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized -- prominent among which, but by no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool

IV. MANAGEMENT RESPONSIBILITIES (continued)

equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law.

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

V. MAINTENANCE OF MEMBERSHIP

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

VI. UNION DUES AND INITIATION FEES

- (a) Payment by Authorization for Payroll Deduction - Employees may tender the monthly membership dues by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction of Dues" hereinafter set forth, and to the extent the laws of the

VI. UNION DUES AND INITIATION FEES (continued)

State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.

- (b) Deductions - Deduction shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- (c) Delivery of Executed Authorization for Payroll Deduction Form - A properly executed copy of such Authorization for Payroll Deduction of dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.
- (e) Delivery of Additional Payroll Deduction Forms - The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (g) Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union not later than the last day of the calendar month in which the deduction was made. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues form the Employer shall include this information and reason for this with his list to the designated financial officer of the Local Union.

VI. UNION DUES AND INITIATION FEES (continued)

- (h) Disputes Concerning Payroll Deduction - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.
- (i) Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

VII. GRIEVANCE PROCEDURE

- (a) Purpose: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties positions and conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step, or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step within the time limits or on the basis of the Union's last demand if the City fails to give its answer within the time limits.
- (b) A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an employee or employees, or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- (c) Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

VII. GRIEVANCE PROCEDURE (continued)

- (d) Timely Action: Immediate supervisors and reviewing supervisor shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as required.
- (e) Written Grievances: The parties agree that any written grievance shall contain --

The person to whom addressed.
The date signed and prepared.
The step number within the procedure.
The name of the bargaining unit.
The name of the person grieving.
The position or job class of the grievant.
The date and time of the action which prompted the grievance.
The action which caused the grievance.
A statement by the grievant which would set forth the grievance or cause.
The remedy sought by the grievant.
The Article and Section or subsection of the contract which has been violated.
The signature of the grievant.
The signature of the Union Official to whom the reply must be directed.

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

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

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

VII. GRIEVANCE PROCEDURE (continued)

STEP 2 (continued)

grievance with the Department Head within eight (8) working days. The Department Head shall render his decision in writing within eight (8) working days after such discussion.

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

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

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

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

VIII. HOURS OF WORK

(a) The Regular Workweek

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

(b) The Regular Workday and Work Shift

The regular work schedule shall be listed by work units as follows: 1. DPS, Parks and Custodian - 7½ hours of work plus a thirty (30) minute lunch period. 2. Housing Maintenance - 7½ hours of work plus a thirty (30) minute lunch period. 3. Clerical - 7½ hours of work plus a forty-five (45) minute lunch period. The workday shall be a period within twenty-four (24) hours beginning at midnight. Clerical general employees will receive an additional fifteen (15) minutes added to their lunch period. Also, the punch in and punch out time shall remain the same. A 5-minute grace period shall apply to all schedules. The parties will review a 4-day workweek.

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

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

IX. REST PERIOD

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

X. OVERTIME

- (a) Employees will be paid one and one-half (1½) times regular hourly rate when authorized by the City in the following instances.
1. Time worked in excess of eight (8) hours in any one day.
 2. Time worked in excess of forty (40) hours in any one week.
- (b) Work performed between 12 midnight Saturday and 12 midnight Sunday, except when these days are part of the regular scheduled work week, and any time worked in excess of sixteen (16) consecutive hours shall be paid two times the regular rate of pay. No employee shall be required to work in excess of sixteen (16) consecutive hours.
- (c) Any work performed on holidays included in this Agreement shall be paid at two (2) times the regular rate of pay in addition to the regular holiday pay.
- (d) Time granted for vacation leave and sick leave (supported by evidence of illness) and holidays during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked.

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

XI. EQUALIZATION OF OVERTIME HOURS

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

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

XI. EQUALIZATION OF OVERTIME HOURS (continued)

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

Should the above method prove unsatisfactory, the parties agree to meet and work out a solution.

XII. PROBATIONARY EMPLOYEES - NEW

- (a) A new employee in a non-clerical position in the Roads, Water and Sewer, and Parks and Recreation Departments shall be a probationary employee without seniority until he has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (b) All employees not covered in Section XII, (a) in any department covered by this Agreement shall be a probationary employee without seniority until he or she has been employed and actively at work for a period of ninety (90) calendar days -- at the end of which period he shall either be terminated or entered on the City-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (c) At any time during the probationary period, the City Manager may terminate or demote an employee whose performance does not meet the required work standards, but not for Union activity.
- (d) Probationary employees do not receive fringe benefits, except medical insurance from first billing following date of hire, but may earn to receive after the waiting period.
- (e) Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.
- (f) An employee laid-off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall

XII. PROBATIONARY EMPLOYEES - NEW (continued)

be credited with the total amount of calendar days worked as a probationary employee retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the City-wide seniority lists. An employee re-hired after ninety (90) days will be considered as a new employee and will begin a new probationary period.

- (g) Probationary periods may be extended but not to exceed an additional ninety (90) days upon the mutual agreement of the City and the Union. Said mutual agreement regarding extension of probationary periods shall be reduced to written form.

XIII. SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of continuous service with the City.

- (b) Accrual of Seniority:

1. Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.

- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons. . . .

1. Discharge if not reversed.
2. Resignation -- An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of its absence, may be considered as having resigned.
3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
4. Unexcused failure to return to work after expiration of a formal leave of absence.
5. Retirement.
6. Layoff for a continuous period of nine (9) months or the length of the employee's seniority, whichever is greater.

XIII. SENIORITY (continued)

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

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

XIV. PROMOTIONS

Section 1

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

Section 2

The Department Head will not be obligated to consider a request for promotion from an employee during the employee's absence from work or during an employee's layoff from work, unless that employee submits the request in writing during

XIV. PROMOTIONS (continued)

Section 2 (continued)

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

Section 3

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

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

Section 4

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

XIV. PROMOTIONS (continued)

Section 4 (continued)

- c) Any and all disqualifications shall contain managements' justification for disqualifying said employee and shall be presented to the employee and the Union within five (5) days.

Section 5

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

Section 6

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

XV. LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to economic necessity, lack of work or abolition of position because of changes in organization.
- (b) Order of Layoff:
1. No permanent or probationary employee shall be laid-off from his position in his respective clerical, housing maintenance and general maintenance categories while any seasonal, temporary or provisional employees are serving in such clerical, housing maintenance and general maintenance categories.
 2. Permanent and probationary employees, in the event a layoff becomes necessary, shall exercise their seniority by replacing an employee with lesser seniority in his respective clerical, housing maintenance and general maintenance categories; subject to the exceptions as are contained in sub-paragraph (c) of this Article.
 3. Except as provided in sub-paragraph (c) of this Article, the layoff of probationary or permanent employees shall be in inverse order of seniority within the respective clerical, housing maintenance and general maintenance categories.
- (c) Exceptions to Seniority: The City may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City and the Union to discuss those questions or disputes involved in the layoff procedure. If agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore. Members of the negotiating committee, and all elected officials of the local union, shall, during their term of office, at the point where they would be subject to layoff, be retained at work, regardless of their seniority provided they are able to perform any remaining work efficiently.
- (d) Notice of Layoff: Employees to be laid off shall be given at least twenty-one (21) calendar days prior notice.

XV. LAYOFF AND RECALL (continued)

(e) Preferred Eligible Lists:

1. An employee laid off or displaced shall have his name placed on a preferred eligible list, in order of seniority, for any position from which he was displaced.
2. Names shall remain on such list for nine (9) months or length of seniority, whichever is greater unless removed as provided below. Employees shall be recalled from layoff or shall be restored to a position from which he was displaced, within his respective clerical, housing maintenance and general maintenance categories, before any other persons are selected for employment or promotion to such position.
3. An employee on layoff shall have the right to apply for any vacant posted position in accordance with the provisions of the agreement.

(f) Recall from Layoff:

1. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

(g) Restoration to positions from which demoted . . . Employees to be restored to positions from which they had been displaced shall be given three (3) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

(h) Effective upon the date of the execution of this Agreement, and prior to the expiration thereof, no existing or newly hired unit employee will be terminated or laid off from unit work due to the City's contracting or sub-contracting of unit work. The City retains the right and authority hereunder to contract or sub-contract unit work so long as no such existing or newly hired unit employee is displaced thereby.

XVI. CALL-BACK AND EXCESS OF OVERTIME REST PERIODS

- (a) Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times his regular rate.
- (b) Excess overtime is defined as any period of overtime work which does not allow an employee a minimum of four (4) hours rest or non-duty time between the end of such overtime and the commencement of the employee's next regularly scheduled work shift.

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

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

- (c) The City, by department, shall exhaust the overtime list wherever possible in assigning call-back time. After exhausting such overtime list, then the employee contacted for emergency call-back is expected to appear for duty when requested of as soon as is physically possible as the case may be. Emergencies shall consist of snow and ice control operations, main breaks and other situations that require immediate attention.

XVII. PAYMENT OF BACK PAY CLAIMS

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

XVIII. DISCIPLINE AND DISCHARGES

- (a) It is understood that the intent of disciplinary action shall be corrective in nature. Upon the employee's request the Union Steward or representative shall be present when disciplinary action is issued. Disciplinary actions or measures shall include the following:
 - ...oral reprimand.
 - ...written reprimand.
 - ...suspension (notice to be given in writing).
 - ...discharge.
- (b) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee of the City of Inkster. It is understood that any of the aforesaid disciplinary actions or measures may be imposed by the City on an employee depending upon the severity of the employee's conduct.
- (c) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) The employee, upon being confronted with a reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on a reprimand is not to be construed as his agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence.
- (e) The City shall not discharge any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.

XVIII. DISCIPLINE AND DISCHARGES (continued)

- (f) The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure.
- (g) Copies of all disciplinary action shall be provided to appropriate Union Steward or Union Representative.
- (h) In imposing any discipline on a current charge, the employer cannot base his decision on any prior infraction of the City rules and regulations which occurred more than eighteen (18) months previously. Related incidents shall only be used for twenty-four (24) months.

XIX. HOLIDAY PROVISIONS

- (a) Paid holidays for the duration of this contract (July 1, 1988 through June 30, 1991) shall be:

New Year's Day
Martin Luther King's Birthday (January 15th)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Full Day After Thanksgiving Day
Good Friday
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday

One floating holiday may be taken upon request with the approval of the supervisor.

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

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

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

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

XIX. HOLIDAY PROVISIONS (continued)

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

XX. DISABILITY LEAVE

1. Duty Disability Leave

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers' Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid in writing.
- (c) Employees on duty disability leave shall not accrue sick leave.
- (d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
 - (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers' Compensation injury.
 - (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll, and separate from Workers' Compensation payments. The employee's seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee in which the City is the intermediate holder (credit union, dependent-student hospital/medical payments) shall also be continued.

XX. DISABILITY LEAVE (continued)

1. Duty Disability Leave (continued)

(3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers' Compensation and their normal weekly net earnings to the extent of accrued sick leave only.

(e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Workers' Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

2. Non-Duty Disability Leave

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

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

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

(c) Coverage to be provided is:

1) Short term - 13 week S/A with 60% of weekly base salary up to a maximum benefit of \$225.

a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.

b) Copy of policies will be supplied to the union steward upon request.

XX. DISABILITY LEAVE (continued)

2. Non-Duty Disability Leave (continued)

- c) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.
 - d) City and employees to share premium cost on a 50/50 basis.
- 2) Long term - 91st day to age 70 with 60% of monthly base salary up to a maximum benefit of \$1,000.
- a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.
 - b) Copy of policies will be supplied to the union steward upon request.
 - c) Monthly benefits under LTD for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in normal duties due to sickness or accidental bodily injury. If the employee is certified by a qualified physician as being unable to engage in any qualified occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
 - d) City and employees to share premium cost on a 50/50 basis.
 - e) Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and employer sponsored benefits.
 - f) Under LTD benefits no evidence of insurability will be required.
 - g) Maximum duration - Sickness and accident to age 70.

XX. DISABILITY LEAVE (continued)

2. Non-Duty Disability Leave (continued)

- h) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

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

XXI. EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.
- (b) "Immediate family" as applied to Section (a) is defined as wife, husband, child, brother, sister, parent, parent-in-law, and grandparents.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency may be granted as an advance in sick leave accumulation upon the approval of the City Manager.
- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family, upon the recommendation of the immediate supervisor and approval of the City Manager. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one day of funeral leave shall be allowed for travel.
- (e) "Immediate family" as applied to Section (d) is defined as wife, husband, child, brother, sister, brother and sister-in-law, parent and parent-in-law, and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.

XXI. EMERGENCY AND FUNERAL LEAVE (continued)

- (f) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive those benefits provided that he notifies the City prior to the date of the funeral.
- (g) If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave.

An employee may elect to use earned vacation time in lieu of accumulated sick leave.

- (h) Subject to the discretion of the Supervisor, the City will allow up to four (4) employees who wish to attend the funeral or serve as a pallbearer at a funeral of a fellow employee or former employee who will be paid during the time they must be off the job not to exceed eight (8) hours. Other employees may attend the funeral subject to the discretion of the City Manager, but will not be paid for the time they must be off the job which time shall not exceed eight (8) hours.
- (i) Additional leave may be granted in special cases subject to the approval of the City Manager.

XXII. JURY LEAVE

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

XXIII. LEAVE OF ABSENCE - WITHOUT PAY

- (a) Department Heads may grant leaves of absence without pay to regular employees for periods up to sixty (60) working days. Leaves in excess of sixty (60) working days must be approved by the City Manager.
- (b) A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.

XXIII. LEAVE OF ABSENCE - WITHOUT PAY (continued)

- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired, however, the City Manager may make exceptions in emergency situations.
- (d) No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.

XXIV. MATERNITY LEAVE

- (a) A pregnant woman shall be entitled to a leave of absence in accordance with her doctor's recommendation, not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt of the written notification, to her former position, if she returns to work within four (4) months after delivery. If employee does not return to work within the four (4) months after delivery, but within the one (1) year maternity leave period, employee shall, within two (2) weeks of written notification, be reinstated to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave. Further, both parties agree that they shall conform to the law as it exists during the term of the contract.
- (b) There shall be no accrual of seniority for an employee on leave of absence that exceeds the employee's seniority at time of leave outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- (c) Employees on maternity leave shall receive the following paid benefits:
 - Hospitalization
 - Life Insurance
 - LTD Premium
 - Use of any Accrued Vacation and Sick Leave

XXIV. MATERNITY LEAVE (continued)

- (d) Upon employee's request, a child care leave of absence without pay shall be granted to an employee. Such leave shall commence upon expiration of maternity leave, or upon providing the Employer with proof of a newly adopted child, or upon submission to the Employer of proof of the birth of one's child. Such leave shall not exceed four (4) months. Upon return from a child care leave, the employee shall be reinstated to the position held at the time the leave was granted.

XXV. MILITARY LEAVE

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

XXVI. SICK LEAVE

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

- (a) The amount of sick leave shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed ninety (90) days for any employee. All days in excess of ninety (90) days are to be bought out by the City at a rate of forty (40%) percent of their current June 30th wage rate payable 1st payroll in December. No payout for any one employee will exceed twenty-five hundred (2,500) dollars in one year. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his probationary period at which time he shall be credited with the number of hours he will have earned during his probationary period of service. Except for job-incurred disabilities, an employee who has not served his probationary period of service shall not be paid for his absence due to illness. Employee shall receive credit for a month worked for every month in which he worked or received compensation for fifteen (15) work days of that month as is current practice.

XXVI. SICK LEAVE (continued)

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

XXVI. SICK LEAVE (continued)

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

XXVII. VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

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

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

XXVII. VACATION LEAVE (continued)

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

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

- (b) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (c) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 15 work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (d) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.
- (e) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the City Manager.
- (f) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to City-wide seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

XXVII. VACATION LEAVE (continued)

- (g) Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third week of vacation leave earned by ten-year service employees shall be at the discretion of the department head so that such third week schedule does not conflict with vacation leave requests of employees with less than ten years service.

- (h) Employees shall be entitled to vacation pay in any of the following instances:
 - 1. Any regular employee, who gives proper notice (ten working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 - 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
 - 3. Any employee who has served six months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the rate of one day per month, with a maximum not to exceed the (10) days, paid to him at the time he leaves the City to enter Military Service.
 - 4. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his vacation credits. Such agreement shall be reduced to writing.

- (i) Employees shall not be entitled to accrued vacation pay if any of the following applies:
 - 1. If an employee separates himself from the City by reason of absence without leave
 - 2. If an employee fails to give at least ten (10) working days notice in advance of termination date.

XXVII. VACATION LEAVE (continued)

3. If a probationary employee leaves the employ of the City before completing his probationary period.
- (j) Subject to the written approval of the City Manager and only for emergency situations, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay.

XXVIII. HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and his family. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% to be paid by the City.
- (b) The City shall provide coverage equal to or better than described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.
- (c) Coverage of the employee's family shall include the employee, spouse and children under age 18.
- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixty (60) days after the date of signing this contract.

XXIX. LIFE INSURANCE

- (a) The City shall contribute the full cost of providing term life insurance to all regular employees in the amount of twenty thousand dollars (\$20,000) value upon the death of said employee. One thousand dollars (\$1,000) of additional life insurance coverage shall be provided for employees whose salaries exceed twenty thousand dollars (\$20,000) in increments of one thousand dollars (\$1,000) for the fiscal years July 1, 1988 through June 30, 1991.
- (b) This insurance shall include double amount coverage for accidental death and dismemberment.

XXIX. LIFE INSURANCE (continued)

- (c) Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employee with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of \$3,000.

XXX. UNION BUSINESS

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

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

- (b) Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted a leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the City Manager upon written request of the Union.
- (c) Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interests of the City by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he will return to this original position upon return of the employee on such leave of absence for Union Business.

XXX. UNION BUSINESS (continued)

- (d) Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- (e) The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.
- (f) Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the City Manager -- and if denied, shall be subject to a special conference.

XXXI. SAFETY COMMITTEE

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

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

XXXII. SPECIAL CONFERENCES

- (a) Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

XXXII. SPECIAL CONFERENCES (continued)

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

XXXIII. BULLETIN BOARDS

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

XXXIV. UNIFORMS

All employees who are presently receiving uniforms i.e., DPS, Ordinance Officers, Animal Warden, Public Housing maintenance employees will continue to receive uniforms as they presently received.

XXXV. JOB CLASSIFICATION AND PAY PLAN

- (a) City employees covered by this contract are assigned to classification titles and pay grades:
 - 1. Table 1 indicates the classification titles together with their pay grade assignment.

XXXV. JOB CLASSIFICATION AND PAY PLAN (continued)

2. Table II is the annual salary table consisting of pay grades. The normal salary sequence is as follows:

New employees would enter at the pay grade assigned to their classification at Step 1, and will advance to Step 1½ after completion of six months service.

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

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

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

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

PAY TITLE AND GRADES

- (a) July 1, 1988 - June 30, 1989 -- a 4% salary increase will be applied to all grades and steps.
- (b) July 1, 1989 - June 30, 1990 -- a 4% salary increase will be applied to all grades and steps.
- (c) July 1, 1990 - June 30, 1991 - wage reopener.

XXXV. JOB CLASSIFICATION AND PAY PLAN (continued)

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

SALARY RATE SCHEDULE

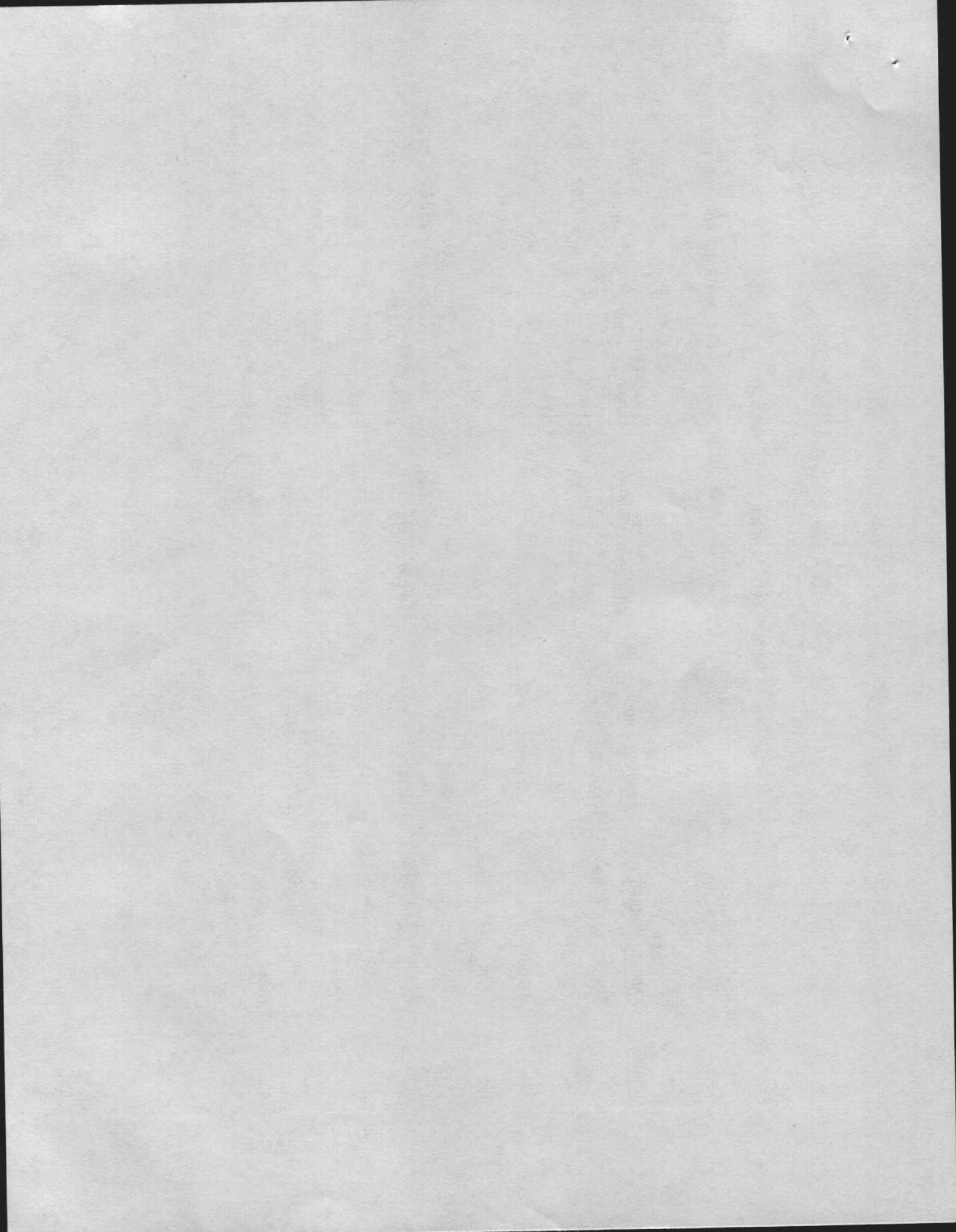
THE 4% INCREASE APPLIED TO GRADE AND STEP RATE SCHEDULE APPLICABLE TO AFSCME - CITY CONTRACT FOR THE PERIOD OF JULY 1, 1988 THROUGH JUNE 30, 1989 IS AS FOLLOWS:

| GRADE | STEP 1 | | STEP 1½ | | STEP 2 | | STEP 3 | | STEP 4 | |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY |
| 26 | \$13170 | \$ 6.31 | \$14141 | \$ 6.77 | \$14515 | \$ 6.95 | \$16017 | \$ 7.67 | \$16826 | \$ 8.06 |
| 28 | 13823 | 6.62 | 14898 | 7.14 | 15256 | 7.31 | 16826 | 8.06 | 17689 | 8.47 |
| 29 | 14190 | 6.80 | 15256 | 7.31 | 15640 | 7.49 | 17256 | 8.26 | 18120 | 8.68 |
| 31 | 14894 | 7.13 | 16026 | 7.68 | 16435 | 7.87 | 18120 | 8.68 | 19042 | 9.12 |
| 34 | 16045 | 7.68 | 17258 | 8.27 | 17696 | 8.48 | 19533 | 9.35 | 20513 | 9.82 |
| 35 | 16438 | 7.87 | 17696 | 8.48 | 18137 | 8.69 | 20021 | 9.59 | 21029 | 10.07 |
| 36 | 16854 | 8.07 | 18137 | 8.69 | 18601 | 8.91 | 20513 | 9.82 | 21547 | 10.32 |
| 37 | 17274 | 8.27 | 18601 | 8.91 | 19069 | 9.13 | 21029 | 10.07 | 22096 | 10.58 |
| 39 | 18163 | 8.70 | 19535 | 9.36 | 20026 | 9.59 | 22096 | 10.58 | 23193 | 11.11 |
| 41 | 19073 | 9.13 | 20522 | 9.83 | 21042 | 10.08 | 23193 | 11.11 | 24374 | 11.67 |
| 43 | 20042 | 9.60 | 21569 | 10.33 | 22085 | 10.58 | 24374 | 11.67 | 25611 | 12.27 |

SALARY RATE SCHEDULE

THE 4% INCREASE APPLIED TO GRADE AND STEP RATE SCHEDULE APPLICABLE TO AFSCME - CITY CONTRACT FOR THE PERIOD OF JULY 1, 1989 THROUGH JUNE 30, 1990 IS AS FOLLOWS:

| GRADE | STEP 1 | | STEP 1½ | | STEP 2 | | STEP 3 | | STEP 4 | |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY |
| 28 | \$14376 | \$ 6.89 | \$15494 | \$ 7.42 | \$15866 | \$ 7.60 | \$17499 | \$ 8.38 | \$18397 | \$ 8.81 |
| 29 | 14758 | 7.07 | 15866 | 7.60 | 16266 | 7.79 | 17946 | 8.59 | 18845 | 9.03 |
| 31 | 15490 | 7.42 | 16667 | 7.98 | 17092 | 8.19 | 18845 | 9.03 | 19804 | 9.48 |
| 34 | 16687 | 7.99 | 17948 | 8.60 | 18404 | 8.81 | 20314 | 9.73 | 21334 | 10.22 |
| 35 | 17096 | 8.19 | 18404 | 8.81 | 18862 | 9.03 | 20822 | 9.97 | 21870 | 10.47 |
| 36 | 17528 | 8.39 | 18862 | 9.03 | 19345 | 9.26 | 21334 | 10.22 | 22409 | 10.73 |
| 37 | 17965 | 8.60 | 19345 | 9.26 | 19832 | 9.50 | 21870 | 10.47 | 22980 | 11.01 |
| 39 | 18890 | 9.05 | 20316 | 9.73 | 20827 | 9.97 | 22980 | 11.01 | 24121 | 11.55 |
| 41 | 19836 | 9.50 | 21343 | 10.22 | 21884 | 10.48 | 24121 | 11.55 | 25349 | 12.14 |
| 43 | 20844 | 9.98 | 22432 | 10.74 | 22968 | 11.00 | 25349 | 12.14 | 26635 | 12.76 |



XXXVI. PAY CHANGES (continued)

4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
6. Postponement of Anniversary Date: Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.

(d) Compensation Determinations:

1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.
2. End of Probation: The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second step in his range, the increase is not automatic.
3. Anniversary Date --
 - a. At the occurrence of each anniversary date, every employee who has not already obtained his highest salary step shall receive a salary step increase on such date provided one year has lapsed since the last increase.
4. Acting Assignment: Employees on acting assignment to a higher position class for more than thirty (30) consecutive days shall be paid within the pay range allocated to such class at the first salary step in such range which is higher than the salary received immediately before such acting assignment is made. (Duration of acting assignment shall be determined by the needs of the service).

XXXVI. PAY CHANGES (continued)

5. Transfers: An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.
 6. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.
- (e) Effective Date of Changes in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

XXXVII. LONGEVITY PAY

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

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

Maximum total ----- \$600.00

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

This schedule becomes effective as of July 1, 1986.

XXXVIII. CREDIT UNION SERVICE DEDUCTION

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

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

XXXIX. PENSION PROGRAM IMPROVEMENT

- (a) Normal Retirement Income - Amount - Effective on and after July 1, 1980, the yearly amount of such participant's normal retirement income will be equal to: 2% if the Participant's Final Earnings multiplied by the number of his years of credited service.
- (b) Credited Interest - For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five (5%) percent per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.
- (c) The above improvements are made without increases in the employees contribution rate.
- (d) The City of Inkster adopts an early retirement program for all AFSCME Local 290 bargaining unit employees under the following terms and conditions:
 - 1. That any union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age and has a minimum of twenty-five (25) years of service with the City shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on January 1, 1988.
 - 2. That any union employee who is a member of the general retirement system of the City of Inkster that has a minimum of thirty (30) years of service with the City and thirty (30) years participation within the pension program shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on July 1, 1989.

XXXIX. PENSION PLAN IMPROVEMENT (continued)

3. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half ($\frac{1}{2}$) of one (1%) percent, for each month by which the retirement date precedes his normal retirement date.
 4. All provisions regarding the early retirement program are subject to the provisions of the Income Retirement Plan as prepared by the City's pension program administrators.
 5. The above improvements are made without increases in the employees contribution rate.
- (e) Effective July 1, 1988, service after participant's normal retirement date, in excess of three years, will not be excluded from credited service.
- (f) Effective July 1, 1989, in case of death of a union member who has a minimum of ten (10) years of vested participation in the pension plan, the employee's spouse shall at his/her option elect to collect 50% of the deceased employee's vested pension. This benefit is effective at normal retirement age of the deceased employee.

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

XXXX. DENTAL INSURANCE

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

XXXXI. COST OF LIVING

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

XXXXII. ADDITIONAL FRINGES

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

XXXXIII. NOTIFICATION

The Union shall be notified in writing of all hiring of new employees within ten (10) working days of the date of hiring. Such notifications shall include classification, rate of pay and name. Notification to be sent to the Chief Steward as directed by the Union.

XXXXIV. DURATION

This Agreement shall become effective as of the 1st day of July, 1988, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) of June, 1991 and from year to year thereafter unless either party hereto shall notify the other in writing by April 1st prior to the expiration date of the Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the City Manager, 2121 Inkster Road, Inkster, Michigan or to any such address as the Union or the City may make available to each other.

XXXXV. EXTENSION

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

R E S O L U T I O N

89-9-423. RESOLVED by Councilman Young, seconded by Councilman O'Neil, that the Contract Agreement between the City of Inkster and the American Federation of State, County and Municipal Employees Local 290, effective July 1, 1988 through June 30, 1991, is hereby ratified as presented; and

FINALLY BE IT RESOLVED that the Mayor, City Clerk, City Manager, City Attorney, Treasurer/Controller and Personnel Director are hereby authorized and directed to execute contract agreement on behalf of the City of Inkster.

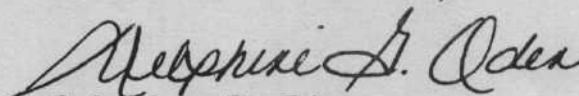
YEAS: Councilmen Johnson, Hendricks, Berry, O'Neil, Colleran, Young, and Mayor Davis.

NAYS: None.

ABSENT: None.

* * * * *

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Council of the City of Inkster, Wayne County, Michigan, at a Regular Meeting held September 18, 1989.



Delphine G. Oden
City Clerk
Inkster, Michigan

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 11th day of April, 1990.

FOR THE CITY:

W. Thomas White
James Klöbuckner
Marge C. Rose

FOR THE UNION:

James L. Mitchell
Richelle Hearing
James A. Hayes
Donald A. Davidson
[Signature]

LETTER OF AGREEMENT

The Union agrees that in the event that the Michigan Employment Relations Commission, a court of competent jurisdiction, and/or labor arbitrator should make a decision that employees of the Inkster Housing Commission should be removed from the bargaining unit (Union), then all language in the Agreement between the City of Inkster and Inkster Chapter of Local 290 referring to Inkster Housing Commission employees shall be deleted from the agreement.

The City agrees that, in the event that Inkster Housing Commission employees are removed from the present bargaining unit (Union), it will recognize the Inkster Housing Commission chapter of AFSCME, Local 290.

MANAGEMENT

Walter Spokojny
Ludwig Hanes Jr.
James Klobuchner
John W. Bloodworth

FOR THE UNION

[Signature]
James Hays
Ermer L. Mitchell
Fredrick J. Jansen

DATED: 10-16-85

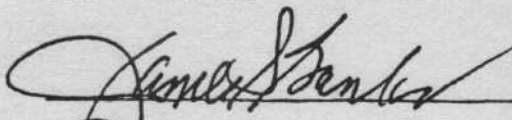
Letter of Understanding
AFSCME Local 290
and the
City of Inkster

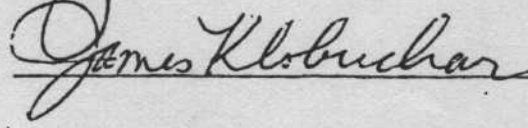
1. The positions of Accountant and Assistant Purchasing Agent will not be included in the bargaining unit.
2. The following positions will be upgraded retroactive to July 1, 1984:
 - A. Payroll and Benefit Specialist - Grade 35.
 - B. Account Clerk II/Property Records Clerk - Grade 31.
 - C. Lead Computer Operator - Grade 35.

The job descriptions for these positions will be reviewed and finalized by the City and the Union.

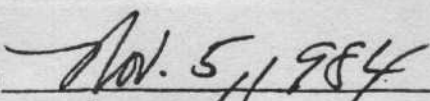
3. The City will review the positions of Account Clerk I (Cashier) and Account Clerk II (Accounts Payable) for:
 - (a) potential of future upgrade, and
 - (b) training and temporary upgrades as backup staffing.
4. Should the positions of Accountant and Assistant Purchasing Agent become vacant, members of the bargaining unit who meet the qualifications shall be given preference over new hires.
5. The City Administration will recommend the addition of three (3) Laborer's positions in D.P.S.
6. A clerical position in the Fire Department will be established and negotiated with the Union.
7. The City and the Union will meet to review the Voter Registration Computer Clerk arbitration case.
8. The position of Data Entry Operator is established at Grade 31.
9. The City and Union will review positions for training on a voluntary basis as a means of assuring that employees will have the potential for promotion.

FOR THE CITY:







DATE:

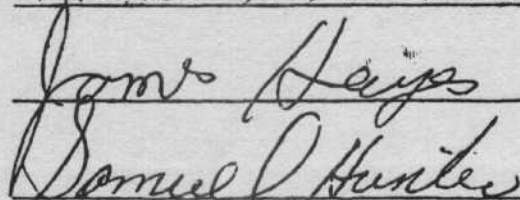


jj/opeiu459aflcio

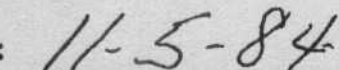
FOR THE UNION:







DATE:



LETTER OF AGREEMENT

The Union agrees that the Custodian in the Police Department, William Carriveau, shall be compensated an additional \$2,000 per year which will become part of his base annual salary.

This additional compensation is in recognition of the assignment of property room duties to Mr. Carriveau.

FOR THE CITY:

James S. Bates
James L. Buckley

FOR THE UNION:

Ellen Keith
James J. Mitchell
James A. Faye
Samuel Hunter

DATED: 11/5/84

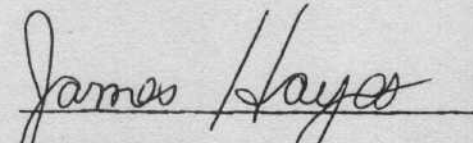
AGREEMENT

The union, AFSCME Local 290 and City administration agree to adopt the following call-out plan for Crew Chiefs, effective March 1, 1985.

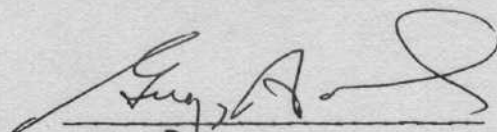
Crew Chiefs will be on a seven-man call-out rotation basis providing there is a full complement of Crew Chiefs and Superintendents.

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

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



JAMES HAYES
Chief Union Steward



GREGORY A. KNOWLES
City Manager

DATED: 2/28/85

LETTER OF AGREEMENT

The City of Inkster and AFSCME Local 290 agree that Martin Luther King's birthday will be celebrated on the Federal Holiday in January.

MANAGEMENT

Milton Spokojny
Leslie Holmer, Jr.
James Klobuchas

FOR THE UNION

James A. Hays 1/15/85
Franklin Lawson
Carmen L. Mitchell

DATED: 11-15-85

LETTER OF AGREEMENT

It is understood that there are currently two (2) positions of Senior Utility Operator at grade 41. The City and the Union agree that one (1) additional position of Senior Utility Operator at grade 41 will become effective as of January 1, 1986.

MANAGEMENT

Wilton Spokorny
Grady Holman
James Klobuchas

DATED: 11-15-85

FOR THE UNION

Thomas Miller
James A. Fayer 1/15/85
Fredrick Larson
Carmen K. Mitchell

ARTICLE X

(c) OVERTIME

LETTER OF AGREEMENT

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

If a person is not called properly for overtime opportunities, then the City will schedule the amount of hours that he would have otherwise been entitled to within forty five (45) days after the occurrence. These hours shall be separate and apart from those hours that would have normally been scheduled.

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

MANAGEMENT

Phil Spolsky
Tracy Holmes for
James Klobucher

FOR THE UNION

Thomas [Signature]
James A. Hays 1/15/85
Fredrick Janson
Carmen R. Mitchell

DATED: 11-15-85

