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6/30/91

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

between

CITY OF INKSTER SUPERVISORS

of

LOCAL 157

of the

UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

Effective

JULY 1, 1988 THROUGH JUNE 30, 1991

Inkster, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
Purpose and Intent		1
Call-Back and Excess of Overtime		
Rest Periods	XVI	15
Classifications and Wage Rates	Exhibit A	35
Credit Union Service Deduction	XXXVI	30
Disability Leave	XX	19
Discipline and Discharge	XVIII	17
Duration	XXXIX	32
Emergency and Funeral Leave	XXI	22
Equalization of Overtime Hours	XI	11
Extension	XXXX	32
Grievance Procedure	VII	7
Holiday Provisions	XIX	18
Hospitalization Insurance	XXVIII	26
Hours of Work	VIII	10
Job Classification and Pay Plan	XXXIV	29
Joint Responsibilities	III	3
Jury Leave	XXII	23
Layoff and Recall	XV	14
Leave of Absence - Without Pay	XXIII	23
Life Insurance	XXIX	27
Longevity Pay	XXXV	30
Management Responsibilities	IV	4
Maternity Leave	XXIV	23
Mileage Allowance - General	D	34
Military Leave	XXV	24
Notification	XXXVIII	32
Overtime	X	10
Payment of Back Pay Claims	XVII	16
Personal Days - General	B	34
Pension Plan Improvement	XXXVII	31
Probationary Employees	XII	11
Promotions	XIV	13
Recognition	I	2
Representation - Bargaining Committee	II	2
Rest Period	IX	10
Safety Committee	XXXI	28
Seniority	XIII	12
Severability - General	C	34
Severance Pay - General	A	34
Sick Leave	XXVI	24
Special Conferences	XXXII	29
Uniforms	XXXIII	29
Union Business	XXX	27
Union Dues and Initiation Fees	VI	5
Union Security	V	4
Vacation Leave	XXVII	25

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 rising 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 UAW (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 and all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and laws.
- (b) The bargaining unit shall include ALL SUPERVISORY EMPLOYEES OF THE CITY OF INKSTER, excluding Police, Fire, and Housing Commission Supervisors, City Manager, and Assistant City Manager, City Clerk, City Treasurer, Director of the Department of Public Service, Director of the Department of Parks and Recreation, Assessor, Administrative Services Director, Community Development Director and all non-supervisory employees.

II. REPRESENTATION - BARGAINING COMMITTEE

- (a) The employee shall be represented by a committee composed of two (2) 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 beliefs, 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.
- (f) The bargaining committee or relevant steward shall suffer no loss in pay for necessary lost time from their regular work in the adjustment of grievances, contract negotiations, arbitration hearings or other necessary problems relating to employees.

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 lock-out employees during the term of this Agreement.

IV. MANAGEMENT RESPONSIBILITIES

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

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. UNION SECURITY

Section 1. Membership - All employees within the Bargaining Unit, upon the date of execution of this Agreement and any new officer entering into the Unit during the term of this Agreement, shall, on the 31st day worked following commencement of his employment, become and remain members of the Union and shall be required to pay all Union dues, assessments and initiation fees for the duration of this Agreement.

Section 2. Service Fee Deductions - Any employee who elects not to join the UAW, or who properly terminates membership in the UAW, shall, within thirty (30) calendar days following the effective date of this Agreement or following the effective date of termination of membership, as a condition of continuing employment tender to the UAW a representation service fee in an amount not to exceed the amount of dues uniformly assessed against all members of the UAW. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided by the Union.

V. UNION SECURITY (continued)

If any employee fails to submit either a properly executed dues authorization card or a properly executed service fee authorization card, the Employer shall treat such employee as a service fee payer and deduct service fees from the employee's pay.

Section 3. Compliance Procedure - Any employee who fails to comply with the provisions of this Article shall be suspended from work without pay by the Employer within ten (10) days of the Employer's receipt of notice from the Union that the employee is not in compliance with this Article. The employee shall be reinstated, without back pay, benefits, or seniority, upon coming into compliance with this Article by paying all sums owed including any applicable reinstatement fee.

Section 4. Indemnification - The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

VI. UNION DUES AND INITIATION FEES

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

VI. UNION DUES AND INITIATION FEES (continued)

- (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 Secretary - 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, but in no event later than the 15th day of the month following deduction. 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.
- (h) Disputes Concerning Payroll Deduction of Union Dues - 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.

VI. UNION DUES AND INITIATION FEES (continued)

The Union will indemnify 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 of provisions thereof.
- (c) Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- (d) Timely Action: Department heads shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as required.

VII. GRIEVANCE PROCEDURE (continued)

- (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 sub-section 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; but not to exceed ninety (90) calendar days from the date of 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 proved for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Union Representative shall then make arrangements to discuss the grievance with the Department Head within eight (8) working days. The Department Head shall render his decision in writing within eight (8) working days after such discussion.

VII. GRIEVANCE PROCEDURE (continued)

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, the bargaining committee, local and/or International Representative, 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 thirty (30) calendar 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 give rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed. The compensation and expenses of the arbitrator shall be borne by the loser.

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 workweek shall be Monday through Friday.

The regular work shift shall fall between the hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Such work schedule changes may be made by the City upon written notice to the Union thirty (30) calendar days in advance of such schedule change. Any regular work shift hours that occur before 6:00 a.m. or after 5:00 p.m. shall be subject to premium pay provisions.

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

IX. REST PERIOD

Employees shall be allowed two (2) fifteen minute rest periods during the normal work day. Any abuses shall be subject to reasonable discipline.

X. OVERTIME

(a) Employees will be paid one and one-half ($1\frac{1}{2}$) times regular hourly rate when authorized by the City in the following instances.

1. Time worked in excess of eight (8) hours in any one day.
2. Time worked in excess of forty (40) hours in any one week.

(b) All employees shall be paid for $1\frac{1}{2}$ times the regular rate of pay for all hours worked on Saturday and two (2) times the regular rate of pay for all hours worked on Sunday. All hours 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.

X. OVERTIME (continued)

- (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) fatigue hours and holidays during the workweek 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. The above shall not apply to Schedule "A" employee(s).

XI. EQUALIZATION OF OVERTIME HOURS

Equalization of overtime will be continued pursuant to the schedule in effect until December 1, 1989, prepared and formulated by the Supervisors.

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

XII. PROBATIONARY EMPLOYEES

- (a) A new employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one hundred eighty (180) calendar days.
- (b) At any time during the probationary period, the City Manager or designee may terminate an employee whose performance does not meet the required work standards, but not for Union activity.
- (c) Probationary employees shall receive medical insurance from first billing following date of hire.
- (d) Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.

XII. PROBATIONARY EMPLOYEES

- (e) An employee laid-off or terminated during his probationary period and re-hired 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 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.
- (f) Probationary period 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 first date of entering 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.

XIII. SENIORITY (continued)

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

The Employer shall send written notifications by registered mail to the employee at his last-known address that he has lost his seniority, and his employment has been terminated and if register mail is returned to employer, said employee shall send notice by regular mail. A copy of all notifications 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 assignments, vacation, layoff, recall, transfers, and promotions and as otherwise provided in the 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. If there are no such qualified applicants, such positions may be filled by persons outside City employment.

XIV. PROMOTIONS

A promotion is the appointment of an employee in the City service to a position calling for a higher rate of pay and change in classification on a permanent basis, subject to the employee satisfying probationary requirements.

Job vacancies will be posted for a period of nine (9) calendar days setting forth requirements and qualifications for the position. All interested applicants must submit in writing to the Personnel Department their request and must apply within the nine (9) day period.

XIV. PROMOTIONS

The probationary period for each opening shall be in accordance with Article XII, Section (a) and this shall not preclude Management from disqualifying the applicant during the determined probationary period.

The senior qualified applicant shall be considered for the opening. If the senior qualifying applicant is denied the opening, reasons shall be given in writing to the employee and the Union.

If the Union feels this Article has been violated, it shall have the right to appeal the employer's decision through the grievance procedure.

Any employee in a promotional trial period appointment shall have the right to return to his previous classification.

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) Layoff:

1. No bargaining unit employee shall be laid off from his position in his respective department while any employees are in such department in which he supervises.
2. A Supervisory employee who is laid off or released due to organizational changes from his department shall have the right to revert to his last position held, or vacancy, within the Bargaining Unit for which said employee is qualified, with all seniority and benefits.

(c) Notice of Layoff: Employees to be laid off shall be given at least twenty-one (21) calendar days prior notice.

(d) Preferred Eligible Lists:

1. An employee laid off or displaced shall have his name placed on a City hiring list, for any available position with the City. Names shall remain on such list for nine (9) months or length of seniority, whichever is greater.

XV. LAYOFF AND RECALL

(d) Preferred Eligible Lists: (continued)

2. Employees shall be recalled as from layoff or shall be restored to a position from which he was displaced, before any other persons are selected for employment or promotion to such position.

(e) 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.

(f) Restoration to Positions:

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, upon receipt of a registered letter, or if registered mail is returned to employer said employer shall send notice by regular mail. Names of those who decline shall be removed from the pertinent City eligible lists.

- (g) Effective upon the date of 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.

XVI. CALL-BACK AND EXCESS OF OVERTIME REST PERIODS (continued)

- (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, 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) hours 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.

The entire article shall not apply to Schedule "A" employees.

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 this proper pay rate.

XVIII. DISCIPLINE AND DISCHARGE

- (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 may 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 or discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or public.
- (d) The employee, upon being confronted with a reprimand or discipline, is required to acknowledge notice of said reprimand or discipline by his signature. The signature of the employee on a reprimand or discipline 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 or discipline is in existence.
- (e) The City shall not discharge any employee without just cause. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been discharged.
- (f) The Union may 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, unless related to the current charge.

XIX. HOLIDAY PROVISIONS

(a) Paid holidays for the duration of this contract shall be:

New Year's Day
Martin Luther King's Birthday (Federal Holiday)
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, personal leave, jury service or emergency and funeral.

An employee whose sick leave days are exhausted and who does not work the day before or after the holiday shall receive holiday pay provided said employee properly notified 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 payment. 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 at 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 as accrued sick leave only.

2. Non-Duty Disability Leave

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

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

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

- (c) Coverage to be provided is:

- 1). Short Term: 13 week S/A with 60% of weekly base salary up to a maximum benefit of \$225.
- a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.
- b) Copy of policies will be supplied to the Union Steward upon request.
- c) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.
- d) City and employees to share premium cost on a 50/50 basis.

XX. DISABILITY LEAVE (continued)

2. Non-Duty Disability Leave (continued)

- 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.
 - 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.

XX. DISABILITY LEAVE (continued)

2. Non-Duty Disability Leave (continued)

- i) Income protection disability shall be subject to the language of the insurance carrier's policy of insurance. All questions arising as to coverage shall be governed by said policy of insurance. The City shall provide a copy of said policy of insurance to the union steward as soon as it becomes available.

The income protection disability policy can only be changed by mutual agreement between the parties.

XXI. EMERGENCY AND FUNERAL LEAVE

- (a) For any family emergency, the City Manager or Department Head may approve such leave not to exceed ten (10) days per year, with pay.
- (b) An employee shall 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. 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.
- (c) "Immediate family" defined as wife, husband, children, brother, sister, parents and parent-in-law, grandparents.
- (d) Subject to the discretion of the Department Head, 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.
- (e) 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.
- (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 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 work which is as nearly comparable to the position and classification held at the time leave was granted, and subject to the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an employee to qualify for a maternity leave, she must notify the City at least five (5) months prior to the anticipated date of delivery. Employee granted such leaves shall be expected to undergo a physical examination after the period of leave.

XXIX. MATERNITY LEAVE (continued)

- (b) There shall be no accrual of seniority for an employee on leave of absence that exceeds one (1) year when such leave is granted under the provision outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups.
- (c) Women affected by pregnancy, childbirth or related medical conditions shall be treated the same for all employment related purpose, including receipt of benefits under fringe benefits programs, as other persons not so affected but similar in their ability or inability to work.
- (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

- (a) One (1) day per month cumulative to a maximum of two hundred (200) days. Upon retirement, employee shall receive three-quarters (3/4) of accumulation (not greater than 150 days) in cash. In the event of the employee's death, the principal beneficiary shall receive three-quarters (3/4) of the accumulation (not greater than 150 days) in cash.

XXVI. SICK LEAVE (continued)

- (b) 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 length of such leave, 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.

<u>Beginning</u>	<u>Days Per Mo.</u>	<u>Per Year</u>
Up to 2 full years of employment	1.25	15
3rd year of employment	1.35	16
5th year of employment	1.50	18
10th year of employment	1.75	21
15th year of employment	2.08	25
20th year of employment	2.25	27

Vacation credits may accumulate to a maximum of forty-five (45) days, after which no additional leave will be credited. The above shall be for Schedule "A" employees.

<u>Beginning</u>	<u>Days Per Mo.</u>	<u>Per Year</u>
Up to 2 full years of employment	1.00	12
3rd year of employment	1.25	15
6th year of employment	1.50	18
10th year of employment	1.58	19
15th year of employment	1.83	22
20th year of employment	2.00	24

Vacation credits may accumulate to a maximum of forty (40) days, after which no additional leave will be credited. The above shall be for Schedule "B" employees.

XXVII. VACATION LEAVE (continued)

- (b) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 15 work days. Time lost by an employee by reason of absence without, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (c) Vacation schedules:
 - 1) Vacations will be scheduled with the approval of the department head or designee.
- (d) Vacation leave shall be scheduled in weekly periods. Employees may be allowed to schedule vacation leave for periods of less than one (1) week with the approval of the Department Head or designee.
- (e) Employees shall be entitled to all vacation pay upon leaving the service of the City unless any of the following applies:
 - 1. If an employee separates himself from the City by reason of absence without leave.
 - 2. If an employee fails to give at least five (5) working days notice in advance of termination date.
 - 3. If a probationary employee leaves the employ of the City before completing his probationary period.
- (f) 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.

XXVIII. HOSPITALIZATION INSURANCE (continued)

- (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.

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

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

XXX. UNION BUSINESS (continued)

- (b) Any 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 as determined by the City Manager.
- (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 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 re-negotiate 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 two (2) persons at special meetings.
- (b) The Union representative may meet at a place designated by Management, on Management's property, 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. UNIFORMS

Superintendents shall be provided five (5) uniforms per week at the City's expense.

XXXIV. JOB CLASSIFICATION AND PAY PLAN

The wages and classifications shall be listed in Schedule "A" and attached to this Agreement and made a part hereof.

XXXV. 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.

Upon completion of three years of service, seventy-five dollars (\$75). Thereafter, add to the base amount (to a maximum of \$660):

\$20 upon completion of 4th year
\$30 upon completion of of 5th through 9th year
\$35 upon completion of 10th through 14th year
\$40 upon completion of 15th through 20th year

The above shall be for all Schedule "A" employees.

Upon completion of three years of service, seventy-five dollars (\$75). Thereafter, add to the base amount (to a maximum of \$600):

\$20 upon completion of 4th and 5th years
\$25 upon completion of 6th year
\$30 upon completion of 7th through 12th year
\$35 upon completion of 13th through 20th year

The above shall be for all Schedule "B" employees.

- (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.

XXXVI. 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.

XXXVII. PENSION PROGRAM IMPROVEMENT

- (a) Normal Retirement Income - Amount - Effective on and after July 1, 1980, the yearly amount of such participant's normal retirement income will be equal to: 2% of the Participant's Final Earnings multiplied by the number of his years of credited service.
- (b) Credited Interest - For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five (5%) percent per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.
- (c) The above iprovements are made without increases in the employees contribution rate.
- (d) The City of Inkster adopts an early retirement program for all Supervisor employees under the following terms and conditions:
 - 1. That any union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age and has a minimum of twenty-five (25) years of service with the City shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on January 1, 1988.
 - 2. That any union employee who is a member of the general retirement system of the City of Inkster that has a minimum of thirty (30) years of service with the City and thirty (30) years participation within the pension program shall be eligible, at his/her option, for early retirement. That the aforesaid early retirement option shall become effective on July 1, 1989.
 - 3. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half ($\frac{1}{2}$) 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.

XXXVII. PENSION PLAN IMPROVEMENT (continued)

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 employees contribution rate.

XXXVIII. 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 notification shall include classification, rate of pay and name. Notification to be sent to the Chief Steward as directed by the Union.

XXXIX. 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 30th day of June 1991.

XXXX. EXTENSION

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 7th day of July, 1990.

FOR THE UNION

George W. Avery
Barbara J. Kadane
William E. Winters RCR
K. Koepsen
Bob K-J

FOR THE CITY

S. Thomas White
James Klobuchar 7/2/90
Margie C. Rose

GENERAL

A. SEVERANCE PAY

If the employee's services are terminated involuntarily (for other than retirement or unlawful conduct), the employee shall be paid severance pay as follows: For services...

SCHEDULE "A"

- a. Up to two years two (2) weeks pay
- b. Up to five years four (4) weeks pay
- c. Up to ten years eight (8) weeks pay
- d. More than ten years twelve (12) weeks pay or 50%
of accumulated sick leave,
whichever is greater

SCHEDULE "B"

- a. Up to two years two (2) weeks pay
- b. Up to five years four (4) weeks pay
- c. Up to ten years eight (8) weeks pay
- d. More than ten years ten (10) weeks pay

B. PERSONAL DAYS

Schedule "A" employees shall be entitled to six (6) paid personal days per year and Schedule "B" employees shall be entitled to three (3) paid personal personal days. Personal days shall not be cumulative and will be taken with the approval of the Department Heads for Schedule "B" employees and with the approval of the City Manager for Schedule "A".

C. SEVERABILITY

In the event any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

D. MILEAGE ALLOWANCE

As per Council resolution.

EXHIBIT A
CLASSIFICATIONS

SCHEDULE A

	<u>7-1-88</u>	<u>7-1-89</u>
Deputy Community Development Director	\$32,258 (\$15.45)	\$33,548 (\$16.07)

SCHEDULE B

Superintendents (3)	\$31,236 (\$14.96)	\$32,485 (\$15.56)
Director of Billings & Collections/Asst. Treasurer	\$23,579 (\$11.29)	\$24,522 (\$11.74)

Wage reopener for 1990.

3% wage increase effective July 1, 1990