

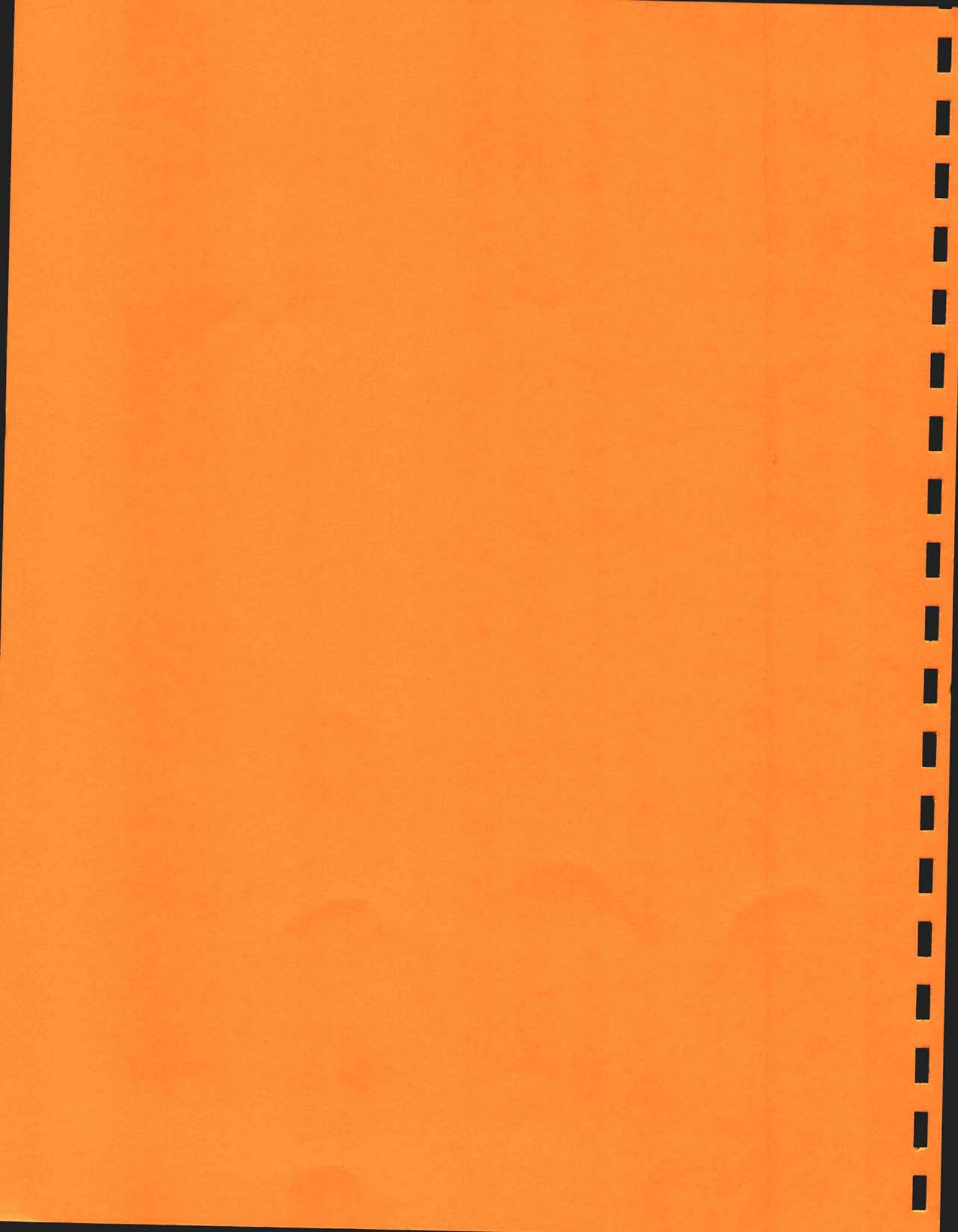
6/30/97

AGREEMENT BETWEEN
CITY OF DEARBORN
and
TEAMSTERS LOCAL #214
representing the
OPERATIVE UNIT

Effective July 1, 1994
through June 30, 1997

Dearborn, City of

Approved by:
Civil Service Res. No. 4666-95
and
Council Res. No. 4-300-95



OPERATIVE BARGAINING UNIT

AGREEMENT BETWEEN
CITY OF DEARBORN
and
TEAMSTERS LOCAL 214

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
I	Recognition	1
II	Purpose and Intent	1
III	Union Security	1
IV	Dues Deduction	2
V	Non-Discrimination	5
VI	Management Rights	5
VII	Representation	6
VIII	Bulletin Boards	8
IX	Special Conference	8
X	Grievance Procedure	9
XI	Suspension, Demotions and Dismissals	11
XII	Probation	11
XIII	Seniority	12
XIV	Promotions Within the Bargaining Unit	14
XV	Safety	15
XVI	Equipment and Work Clothes	16
XVII	Tool Allowance	18
XVIII	Hours of Work	18
XIX	Overtime Policy	19
XX	Classifications and Rates of Compensation	
	Effective 7-1-94	21
	Effective 7-1-95	26
	Effective 7-1-96	31
XXI	Shift Premium	36
XXII	Vacation	37
XXIII	Holiday Provisions	39

OPERATIVE BARGAINING UNIT

<u>ARTICLE</u> <u>NO.</u>	<u>TITLE</u>	<u>PAGE</u> <u>NO.</u>
XXIV	Sick Leave or Injury Leave	39
XXV	Sick Leave Separation Pay	41
XXVI	Supplemental Benefits to Worker's Compensation	41
XXVII	Health Care Benefits	41
XXVIII	Retiree Health Benefits	43
XXIX	Dental Plan	45
XXX	Life Insurance	46
XXXI	Longevity Pay	46
XXXII	Minimum Reporting Time	48
XXXIII	Transportation Allowance	48
XXXIV	Mileage Allowance	48
XXXV	Retirement Benefits	49
XXXVI	LayOff and Recall	49
XXXVII	Leaves of Absence with Pay	51
XXXVIII	Leaves of Absence without Pay	52
XXXIX	Absence without Leave	53
XL	Miscellaneous	53
XLI	No Strike or Lockout	55
XLII	Residency	55
XLIII	Civil Service Rules	55
XLIV	Savings Clause	56
XLV	Waiver Clause	56
XLVI	Duration	57
Appendix A	Occupational Groups Lay Off and Recall	58
Appendix B	Memo - Job Evaluation	59
MEMORANDUMS OF UNDERSTANDING		
	Driver/Laborer - lateral transfer	
	Contribution Withdrawals since July 1993	
	Holiday Exchange - 1995	
	Reimbursements for Required Licensing	
	Chief Steward Union Business Days	

OPERATIVE BARGAINING UNIT

ARTICLE I RECOGNITION

- 1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the City of Dearborn, a municipal corporation, hereinafter referred to as the "City" or the "Employer" does hereby recognize the Teamster Local Union 214, hereinafter referred to as the "Union", as the exclusive representative for those classifications of employees set forth in Article XX and certified by the Michigan Employment Relations Commission (Case No. R94 C-78) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with Section 11 of said Act for the term of this Agreement.

ARTICLE II PURPOSE AND INTENT

- 2.1: The City has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain the right to operate the City government effectively in a responsible and efficient manner.
- 2.2: It is the purpose and intent of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment and other conditions of employment; to provide an effective, efficient and productive work force for the delivery of public services; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operations.
- 2.3: The parties do mutually agree as follows:

Objective

Both parties mutually agree that their objective is for the good and welfare of the City and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE III UNION SECURITY

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

OPERATIVE BARGAINING UNIT

ARTICLE III (continued)

- 3.2: Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- 3.3: In accordance with the policy set forth above, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence the first pay ending in May 1987, and for new employees the payment shall start ninety (90) days following the date of employment.
- 3.4: Any employee who chooses not to become a member of the Union shall, as a condition of employment, ninety (90) days from his date of hire, or the first pay ending in May 1987, be required to pay the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the City by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual monthly dues, and for such month thereafter, in an amount equal to the regular and usual monthly dues.

ARTICLE IV DUES DEDUCTION

- 4.1: Deduction of Dues: During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 214, provided, however, that the Union presents to the City, authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. Amount of initiation fee and dues will be certified to the City by the Secretary-Treasurer of the Union. Monthly agency fees, Union dues and initiation fees will be deducted by the City and transmitted to the Union as prescribed above.

Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said agreement be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

OPERATIVE BARGAINING UNIT

ARTICLE IV (continued)

- 4.2: Save Harmless Clause: The Union agrees that in the event of litigation against the City, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.
- 4.3: Notwithstanding any other provision of this Agreement, should an employee object, as provided by law, regarding the representation fee or dues deduction, the City shall discontinue any withholdings until the employee and Union have fully and finally resolved the matter.
- 4.4: Form for Payroll Deduction - Union Members

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

2825 Trumbull Avenue 962-7729 Book No. _____
Detroit, 48216

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Print Name _____ Date of Birth _____

Home Address _____ City _____ Zip _____
Where Employed _____ Date Employed _____

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H of A, hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and the employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one year whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Employer and the Union at least 60 days and not more than seventy five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No. _____

Date _____ Signature _____

OPERATIVE BARGAINING UNIT

ARTICLE IV (continued)

4.5: Form for Payroll Deduction - Non-Union Employees

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

2825 Trumbull Avenue 962-7729 Book No. _____
Detroit, 48216

AGENCY FEE CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Print Name _____ Date of Birth _____

Home Address _____ City _____ Zip _____

Where Employed _____ Date Employed _____

I, the undersigned member of the bargaining unit, Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H of A, hereby authorize my employer to deduct from my wages and to pay to Local 214 and/or its authorized representative, membership dues in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and the employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one year whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Employer and the Union at least 60 days and not more than seventy five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Social Sec. No. _____

Date _____ Signature _____

OPERATIVE BARGAINING UNIT

ARTICLE V NON-DISCRIMINATION

- 5.1: Neither the City nor the Union shall discriminate against any employee covered by this Agreement on any basis made illegal by applicable law.

ARTICLE VI MANAGEMENT RIGHTS

- 6.1: The Union recognizes the right of the City to operate and manage its affairs in all respects, in accordance with its responsibilities and powers of authority.
- 6.2: The City reserves the right to determine its mission, policies and to set forth all standards of service offered to the public.
- 6.3: The City reserves the right to determine reasonable schedules of work, and determine the methods, processes, and procedures by which said work is to be performed and to introduce new or improved methods, equipment or facilities.
- 6.4: The City reserves the right to establish, publish and enforce reasonable work rules and regulations. Changes in work rules or regulations shall be effective upon a fourteen (14) day notice to the employees and the Union. The reasonableness and/or application of work rules or regulations are solely subject to the grievance procedure, commencing at Step 3.
- 6.5: The Civil Service Commission reserves the right to classify positions based upon assigned duties and responsibilities, and to reclassify positions as a result of changes in assigned duties and responsibilities. Wage rates affected shall be negotiated with the Union.
- 6.6: It is understood by the Union and the City that every incidental duty under the classification title, and as enumerated in the job description, is not always specifically described within the classification. It is intended, however, that all incidental duties implied in the job description shall be performed by the employee, and when the statement "Performs related work as required" is used it shall be broadly construed. The term "broadly construed" should not be relied upon to the extent that it would change the original concept of the classification.
- 6.7: The City reserves the right to determine when overtime work is necessary and to schedule and require such overtime consistent with the terms of this Agreement.
- 6.8: The City reserves the right to take whatever actions are necessary in situations of emergency to perform the functions of the City. Provided, however, that the term emergency shall have the following definition: "Emergency assignments" shall be construed to be those assignments which are necessitated by factors beyond the control of management which cannot be anticipated or planned.

OPERATIVE BARGAINING UNIT

ARTICLE VI (continued)

- 6.9: The right of contracting or subcontracting is vested exclusively in the City. However, should the City decide to contract or subcontract, the City will negotiate upon request, with the Union concerning the impact thereof as required by law. The City further agrees that the Union shall have the opportunity to submit what the Union believes to be alternative cost effective plans to the City's contracting or subcontracting.
- 6.10: The City reserves the right to discipline, suspend, or discharge for cause, and the employee may exercise his/her rights under the terms of this Agreement, and any applicable State laws applying to Veterans.
- 6.11: The City reserves the right to lay off employees due to lack of work or funds, or the occurrence of conditions beyond the control of the City.
- 6.12: The City shall have the responsibility to administer pay and fringe benefit plans and shall have the right to establish the interval of pay periods.
- 6.13: The City shall have the responsibility for administering City Ordinance provisions relating to an applicable Retirement Plan.
- 6.14: All other rights of management are also expressly reserved, even though not enumerated in this Article, unless they are limited by the clear and explicit language of some other Article of this Agreement.

ARTICLE VII REPRESENTATION

- 7.1: The Union may designate Stewards and Alternate Stewards to act in the following areas of the City:
- 1 Parks/Sanitation
 - 1 Highways
 - 1 Water
 - 1 Central Garage
 - 1 Camp Dearborn
 - 1 Power House
 - 1 Building Services
 - 1 Sewerage
 - 1 Communications
 - 1 Housing
 - 1 Vector Control
- 7.2: The Union shall furnish the City with the names of the Stewards and appropriate alternates.
- 7.3: The City agrees to recognize five (5) representatives of the bargaining unit to be selected by the Union as a Bargaining Committee and/or Grievance Committee plus the Business Agent.

OPERATIVE BARGAINING UNIT

ARTICLE VII (continued)

- 7.4: Employees selected for this Committee by the Union shall be granted reasonable time off on a "no loss-no gain principle" to conduct legitimate business with appropriate City representatives. Employees shall notify their immediate supervisor if they wish to be excused from their duties and shall receive permission before leaving their job assignment. When meetings are scheduled in advance, the employee shall be required to notify his immediate supervisor of the date and of his intended absence.
- 7.5: No Union business will be performed on City time other than as required in order to represent Union members involving grievances. Stewards who represent a division will be permitted reasonable time to process grievances after arrangements have been made with the foreman or supervisor.
- 7.6: In any case where the Employer initiates an investigation of a situation or incident directly relating to an employee that could result in a disciplinary action, that employee has a right to a Union representative.
- 7.7: The Union may appoint a member of the Grievance Committee as Chief Steward in matters that relate to a general grievance, and relate to other grievances where there would be no resolution by the divisional Steward and where the grievance would involve a substantial number of employees represented by the divisional Steward provided the Chief Steward checks out with the foreman or supervisor and indicates where he is going and the time he expects to return. Work of the division shall take priority if it is determined that the work being performed is of an immediate nature.
- 7.8: Two (2) representatives selected by the Union shall have approval to attend arbitration proceedings on City time.
- 7.9: Union representatives shall not be compensated for attendance at Michigan Employment Relations Commission or any court of law proceeding initiated by the Union.
- 7.10: The City and the Union will be responsible for compensating their own witnesses.
- 7.11: The Business Agent must notify and receive permission from the department head, or authorized representative, prior to consultation with any employee on City time or on City property or to visit any City work area and such permission shall not be unreasonably delayed or denied.
- 7.12: The Union's Business Agent, the Steward, or the employee shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or other records of the City pertaining to a specific grievance, at reasonable times.
- 7.13: Layoff and Transfer of Stewards and Officers. The President, Vice-President and Stewards representing divisions identified in this Article shall have seniority rights that will supersede the seniority rights of those bargaining unit members who are currently in the division or department. This shall be restricted to Layoff and Transfer.

OPERATIVE BARGAINING UNIT

ARTICLE VII (continued)

- 7.14: All other officers of the bargaining unit shall have seniority rights that will supersede the seniority rights of those bargaining unit members who are currently in the division or department to the extent necessary to prevent Layoff only.
- 7.15: If there are any contradictory provisions in other sections, the rights of the officers and stewards shall be determined by the provisions of this section.
- 7.16: Civil Service Commission Meetings. A representative of the Union shall be allowed time off to attend meetings of the Civil Service Commission when there are items on the agenda pertaining to the employees of the bargaining unit, and which require the attention of the Union.

ARTICLE VIII BULLETIN BOARDS

- 8.1: The City shall provide bulletin boards in facilities where the employees report to work. The boards shall be used for the following notices:
1. Recreational and social affairs of the Union
 2. Union meetings
 3. Union elections
 4. Reports of the Union
 5. Rulings or policies of the Union
- 8.2: Notices and announcements shall not contain anything political or anything reflecting upon the City, any of its employees, or any labor organization, and no material, notices or announcements which violate the provisions of this Article shall be posted.

ARTICLE IX SPECIAL CONFERENCES

- 9.1: Special conferences for important matters (not grievances) will be arranged between the Union representatives and the designated representatives of the City upon request of either party. At such meetings, there shall be not more than five (5) and no less than two (2) representatives of the City, and not more than five (5) and no less than two (2) representatives of the Union.
- 9.2: Arrangements for such Special Conferences shall be made in advance, and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda, unless the parties agree to include other items.
- 9.3: Conferences shall be held at a mutually agreed time. The members of the Union shall not lose any time or pay for time in such conference.

OPERATIVE BARGAINING UNIT

ARTICLE X GRIEVANCE PROCEDURE

- 10.1: Definition of a Grievance. A "grievance" is a dispute or difference of opinion raised by an employee in the bargaining unit which he believes to be a violation or misinterpretation of any of the provisions of this Agreement. The term "employee" shall also mean a group of employees having the same grievance.
- 10.2: Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure, provided the grievance is filed within ten (10) work days from the date the grievance occurred, or ten (10) work days from a pay day if it is a compensation matter.
- 10.3: Step 1 - Verbal - Immediate Supervisor. Any employee feeling he has a grievance may discuss his grievance with his immediate supervisor in an attempt to settle the problem. Settlements reached must not be inconsistent with the terms and conditions of this Agreement.
- 10.4: Step 2 - Written - Supervisor Below Department Head. In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the employee may submit the grievance in writing, upon forms provided by the City, to the highest level of supervision in his division below that of the department head. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing to the employee within five (5) working days after the grievance has been presented to him.
- 10.5: Step 3 - Department Head. If the grievance is not settled in the second step, and is appealed to the third step, the Union shall present the grievance to the department head within five (5) working days after receipt of the second step answer. The department head shall give his decision in writing to the appropriate Union Steward or Alternate Steward, if available, otherwise to the employee within five (5) working days after the grievance has been presented to him.
- 10.6: Step 4 - Personnel Director. If the grievance has not been settled in the third step, the Union may appeal the grievance to the City's Personnel Director within five (5) work days after the department head has rendered a decision. Upon receipt of this appeal, the Personnel Director shall arrange a meeting with the Union's Grievance Committee at a mutually convenient time. The Union Grievance Committee shall be made up of not more than five (5) nor less than three (3) members. The Personnel Director shall render a decision in writing to the Union within fifteen (15) work days of the date of the last meeting with the Union's Grievance Committee.

OPERATIVE BARGAINING UNIT

ARTICLE X (continued)

10.7: Step 5 - Arbitration Any grievance which has been processed through Step 4 of the grievance procedure may be submitted to arbitration by the Union. Within ten (10) work days after receipt of the Step 4 decision, the Union may exercise one of the following procedures:

- A. The Union shall submit the grievance to binding arbitration by written notice to the Personnel Department and shall concurrently notify the American Arbitration Association.
- B. The Union shall notify the Personnel Department in writing of the Union's intent to submit the grievance to the Union's Grievance Panel (Local #214). The decision of the Grievance Panel to submit the matter to arbitration shall be made within sixty (60) days by written notice to the Personnel Department and the American Arbitration Association.

If the grievance is not submitted for arbitration based upon one of the above stated procedures the grievance will be considered closed on the basis of the City's last written response.

- 10.8: If the parties cannot agree on an Arbitrator, the moving party shall request a list of Arbitrators from the American Arbitration Association.
- 10.9: Only one (1) grievance shall be submitted to the Arbitrator unless the parties mutually agree to consolidate certain grievances.
- 10.10: The power and jurisdiction of any Arbitrator chosen under the terms of this Agreement shall be limited to deciding whether there has been a violation of a provision of this Agreement. The Arbitrator shall not be empowered, and shall have no jurisdiction to base his/her award on any alleged practice or oral understanding which is not incorporated in writing. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, or adding to, or subtracting from the terms of this Agreement.
- 10.11: Testimony shall be taken and a written decision rendered within thirty (30) calendar days, and such decision shall be final and binding on the City, Union and employees.
- 10.12: The expenses of the Arbitrator shall be shared equally by the City and the Union.
- 10.13: The proceedings at every step in the grievance procedure shall be informal, and technical rules of evidence as defined by statute need not apply. It shall not be necessary to make a stenographic or other record of any proceedings at any step in the grievance procedure; either party may request and arrange for a record to be made, but such party shall pay the entire cost incurred thereby.
- 10.14: If a grievance results in an employee being entitled to back pay for time lost from City employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost and less any compensation provided by any City Ordinance, State or Federal Law.

OPERATIVE BARGAINING UNIT

ARTICLE XI SUSPENSIONS, DEMOTIONS AND DISMISSALS

- 11.1: Whenever an employee is suspended, demoted, or dismissed from the City service, for cause, he may appeal such disciplinary action within ten (10) calendar days after he has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or discharge. The employee may exercise his appeal under only one of the following remedies.
- A. Beginning with Step 4 in the Grievance Procedure Article.
 - B. A direct appeal for a hearing to the Civil Service Commission.
- 11.2: In the case of a Suspension, Demotion or Discharge the employee may request that his Steward be available to him at the time of the incident of the Suspension, Demotion or Discharge, and the Steward shall be made available.
- 11.3: It shall be the policy of the City that disciplinary action will follow the principle of being corrective and progressive in nature.
- 11.4: If a contract holiday falls within a Suspension period, then the holiday shall be deemed a work day to be included in the total number of days suspended.
- 11.5: The City will make a good faith effort to provide a copy of a notice of suspension, demotion or discharge to a Union official, however, the City's failure to do so will in no way invalidate or cause the procedure or process to be held defective.
- 11.6: Other forms of discipline may be grieved by an employee through the grievance procedure.

ARTICLE XII PROBATION

- 12.1: There is hereby established a twelve-month probationary or working test period which shall apply to all employees appointed from an original entrance list or re-employment list.
- 12.2: The probationary period or working test period is considered part of the examination process prior to an employee gaining permanent status. Therefore, an employee appointed from an original entrance list or re-employment list (not Layoff Recall list) may have his services terminated within the first six (6) months of employment with no form or right of appeal. After six (6) months but before twelve (12) months of employment the probationary employee may appeal termination of employment directly to Step 4 of the Grievance Procedure. The decision at this step may be appealed to arbitration. However, it is agreed and understood that the employee is still in a probationary status as referred to above and the Employer shall not bear the burden of establishing or proving "just cause" for the six (6) to twelve (12) month period.

OPERATIVE BARGAINING UNIT

ARTICLE XII (continued)

- 12.3: Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.
- 12.4: Employees appointed from a promotional list shall serve a six (6) month probationary period with an option on the part of the City to extend such period for an additional three (3) months.

ARTICLE XIII SENIORITY

- 13.1: Seniority Defined. For the purposes of the collective bargaining agreement, there shall be three (3) definitions of seniority: City Seniority, Bargaining Unit Seniority and Camp Dearborn Seniority.
- 13.2: City Seniority. City Seniority shall be the total seniority from the date of appointment to a regular full-time position, and as may be adjusted by provisions affecting seniority set forth in this Article.
- 13.3: City Seniority shall be used for:
- A. Longevity Pay.
 - B. City Service Credits in competitive examinations as determined by the Civil Service Commission. An employee who transfers into the bargaining unit will be eligible to use City-wide Seniority credits for promotional examinations for bargaining unit positions after completing two (2) years of service in the bargaining unit.
 - C. Vacation and Sick Leave accumulations.
 - D. Any other City-wide benefits.
- 13.4: Bargaining Unit Seniority. Seniority in the bargaining unit shall be defined as follows:
- A. Seniority of employees transferring into this unit from other bargaining units in the City begins when those employees enter the bargaining unit.
 - B. Employees who transfer or promote out of the bargaining unit and then return shall be entitled only to seniority earned while in the bargaining unit.
 - C. An employee whose return to the bargaining unit is due to a reduction in force shall not displace a member of the bargaining unit if such displacement would cause the displaced employee to be laid off.

OPERATIVE BARGAINING UNIT

ARTICLE XIII (continued)

13.5: Bargaining Unit Seniority shall be used for:

- A. Vacation selection in accordance with departmental rules.
- B. Layoff, transfers, eligibility for promotion and determining place on Layoff Recall List.
- C. Shift Preference at the time a vacancy exists.
- D. Shift Preference may also be exercised once each year beginning with the first pay period in July.
- E. Work Assignments in dual title classes. In the case of a dual titled employee, and insofar as it is possible, the employee with the most total seniority shall be first assigned the work in the higher title of the dual class.

13.6: Exercising Bargaining Unit Seniority. An employee will not be allowed to exercise bargaining unit seniority for purposes of shift selection in a classification until such time he completes the probationary period in that classification. When the employee successfully completes his probationary period, he shall be able to exercise his bargaining unit seniority for shift preference at the next scheduled shift selection.

13.7: Camp Dearborn Seniority. Permanent full time Camp Dearborn employees shall operate as a separate unit insofar as seniority rights are applied, and seniority rights shall follow the guidelines of both City Seniority and Bargaining Unit Seniority as stated in Sections 13.1 through 13.6 where applicable.

13.8: Provisions Affecting Seniority.

- A. Where two (2) or more persons are appointed on the same date, seniority shall be determined by the relative standing on the employment list from which certified. Any ties occurring beyond those provisions shall be decided by lot.
- B. Employees off duty without pay on leaves of absence for personal reasons or employees suspended for cause shall not accrue seniority credits for such periods.
- C. Employees off duty without pay because of illness or injuries not in line of duty shall not accrue seniority credits for such periods over and beyond accumulated sick leave.
- D. Time elapsed from date of layoff and recall reemployment date shall not accrue seniority credit.

OPERATIVE BARGAINING UNIT

ARTICLE XIII (continued)

- 13.9: Following shall not be considered as breaks in service.
- A. Military Leave during time of war as defined in the Veterans Preference Act, or other applicable Federal statute.
 - B. Absence from work due to injuries compensated for under Worker's Compensation Act.
 - C. Leaves with Pay granted under the provisions of this Agreement.
- 13.10: Seniority of Bargaining Unit Re-employment. Whenever a former employee returns to City service within five (5) years from last date of employment, then seniority for the last employment shall be granted in accordance with the following conditions:
- A. The previous seniority will not accrue until the employee has worked a minimum of two (2) years, or the length of time between the separation and rehire, if this period was greater than two (2) years.
 - B. An employee shall be given seniority credits for only the last period of employment, providing he had completed his probationary period.

ARTICLE XIV PROMOTIONS WITHIN THE BARGAINING UNIT

- 14.1: Promotions shall be based upon competitive examinations, and insofar as it is practical, promotional opportunities shall be filled from among employees in the operative bargaining unit. Notices of promotional examinations shall be posted in appropriate locations based upon eligibility.
- 14.2: In restricting the examination to employees in certain classifications, the Civil Service Commission shall take into consideration the qualifications of the employees and the desirability of restricting the competition to a division.
- 14.3: The Civil Service Commission shall determine the type of examination and the weights of the parts of the examination. However, the performance evaluation shall carry a weight of thirty percent (30%).
- A. Seniority credits shall be one half (1/2) point for each year of service up to a maximum of sixteen (16) years. An employee who transfers into the bargaining unit will be eligible to use City-wide Seniority for promotional examinations for bargaining unit positions after completing two (2) years of service in the bargaining unit.
- 14.4: Minimum Training Period. The City will establish some minimum training period that will be made known to the supervisor and the employee when required prior to a demonstration test.

OPERATIVE BARGAINING UNIT

ARTICLE XIV (continued)

- 14.5: A performance evaluation shall be a rating on forms prepared by the Personnel Department and rated by the employee's supervisor or supervisors at six (6) month intervals. (January through June and July through December.) The supervisor will be required to state the reasons for an unsatisfactory rating. Only the last four (4) ratings will be used to establish the performance evaluation, and until such time as four (4) ratings are available, only the last available ratings will be used. During the interim period from the date of the last performance evaluation and the date of the next rating, the Civil Service Commission may consider disciplinary action taken against the employee as grounds for denying the employee a promotional opportunity.
- 14.6: Return to Former Position. Employees who are promoted may voluntarily return to their former position within a thirty (30) calendar day period if it is a promotion within a division or department, and sixty (60) calendar days if it is in another division or department.
- 14.7: Promotions When Qualified for Dual Classification. When an employee has qualified to perform the work of two (2) classifications, and has satisfactorily completed a probationary period in the higher paying classification, he then shall have his name placed on an eligible list for the higher paying classification. When there is more than one (1) name on such eligible list, then the employee with the greatest seniority in the class shall be first certified to the existing vacancy.

ARTICLE XV SAFETY

- 15.1: The City shall allow two (2) representatives from the operative unit to be appointed to the Safety Committee.
- 15.2: The City shall consider the personal safety of the employees in establishing operational procedures.
- 15.3: All employees shall comply with safety rules and regulations established by the City.
- 15.4: All employees shall utilize all safety equipment as required.
- 15.5: All employees shall be diligent in the operation of equipment and vehicles to insure their personal safety and the safety of others.
- 15.6: The City will abide by the rules and regulations as stated in the Michigan Occupational Safety and Health Act wherever applicable.

OPERATIVE BARGAINING UNIT

ARTICLE XV (continued)

- 15.7: The City will not require an employee to operate a piece of equipment which is not in safe operating condition. In the event that there would be an immediate danger to the employee, or to the public safety, to continue operating a piece of defective equipment, then the employee shall call this to the immediate attention of his supervisor who shall determine the proper course of action necessary. If the employee has continued to operate the piece of equipment during the normal tour of duty and in his opinion there are some defects in the operation of the equipment, then he shall note such defects on forms prescribed by the City. Provided, further, that before he would resume operation of such equipment, he must receive permission from his foreman who will check out such equipment with the Central Garage Division.

ARTICLE XVI EQUIPMENT AND WORK CLOTHES

- 16.1: The City shall determine the type and use of protective equipment, such as safety glasses.
- 16.2: Employees may be subject to disciplinary action for failure to follow safety regulations and procedures and the proper use of protective equipment.
- 16.3: Work Clothes Effective July 1, 1994 and thereafter, on alternate fiscal years, the City shall supply work clothes as follows:

- A. July 1, 1994 and July 1, 1996: The city shall arrange that work clothes with appropriate identification (name patch and City patch) be provided to all bargaining unit employees as follows:

Five (5) sets (option - one pair of coveralls as a set)

WATER CONSTRUCTION, SEWERAGE DIVISION, MAINTENANCE MECHANICS
IN HIGHWAYS, PARKS, BUILDING SERVICES AND WELDER/FABRICATOR.

Four (4) sets (Option - one pair of coveralls as a set)

CENTRAL GARAGE

Three (3) sets (Option - one pair of coveralls as a set)

ALL OTHER BARGAINING UNIT EMPLOYEES

A set shall include one shirt and one pair of pants; coveralls may be substituted for one set.

The City reserves the right to determine the manner in which the work clothes are provided, to select the supplier, and to select the style and color of the work clothes. Such work clothes shall be the property of the employee. Employees shall be responsible for maintaining work clothes provided, including repairing and laundering as required.

OPERATIVE BARGAINING UNIT

ARTICLE XVI (continued)

16.3: (continued)

- B. July 1, 1995: The City shall allocate One Hundred and Thirty Dollars (\$130.00) per bargaining unit employee for specific clothing items and place of purchase. The specific list of clothing items to be mutually determined by the City and representative of the bargaining unit with final approval from the Director of Public Works. Reimbursement shall be made to the employee by the City after submission of appropriate receipts. The use of the clothing allotment and submission of receipts must take place no later than the end of February of the following calendar year.

All employees who are provided work clothes, as set forth above, shall be required to wear such clothes on the job and report to work clean and neat in appearance.

New employees hired after July 1 of the year shall receive three (3) sets of work clothes. If eligible, the employee shall receive one (1) additional set after January 1 and after March 1. Such work clothes shall remain the property of the City of Dearborn until the employee completes the probationary period.

- 16.4: Maintenance of Work Clothes. The City will supply two (2) heavy-duty washing machines and two (2) dryers for cleaning and maintenance of work clothes for bargaining unit employees in the following divisions or classifications: Central Garage, Water Construction and Sewerage Divisions; Maintenance Mechanics in Highways, Parks and Building Services and Welder/Fabricator. Placement of machines to be determined by the City and hours of availability to be consistent with the City's normal business schedule.

Effective July 1, 1990 the City shall provide a Sixty Dollar (\$60.00) payment for cleaning and maintenance to all other bargaining unit employees. The annual allowance shall be paid at the end of the second quarter of the fiscal year.

Such allowance to be paid to employees currently on the payroll at the time of payment. Employees with less than one year's service at time of payment shall receive a pro-rata amount based upon months of service.

- 16.5: Suitable rain coats, hats, boots and safety equipment will be furnished by the City to the employees as needed.

- 16.6: Meter Reader Identification: The City agrees to provide Meter Readers with proper identification, the cost to be assumed by the City.

- 16.7: When it is determined by the Employer that an introduction of a new piece of equipment will change an existing classification, then the City shall prepare a job description and set a rate of pay for such new position. The Union shall be notified of the effective date of the new rate of pay, and shall receive a copy of the new job description. During the first thirty (30) days after the Union has been notified of the new position and the rate established, they shall have the right to initiate negotiations in respect to such rate. If no such request is filed within the thirty (30) day period, the rate of pay will continue as established by the City.

OPERATIVE BARGAINING UNIT

ARTICLE XVII TOOL ALLOWANCE

- 17.1: Effective July 1, 1990 there shall be an annual tool allowance of One Hundred Dollars (\$100.00) for Certified Auto Mechanic, Lead Mechanic, Auto Mechanic, Camp Dearborn Maintenance Mechanic, Lineman, and Fleet Mechanic classifications.
- 17.2: Effective July 1, 1990 there shall be annual tool allowance of Thirty-five Dollars (\$35.00) for employees working in the classifications as set forth:
- Auto Serviceman
 - High Pressure Boiler Operator Trainee
 - Low Pressure Boiler Operator
 - High Pressure Boiler Operator
 - Lineman Trainee

- 17.3: The tool allowances shall be paid under the following conditions:
- A. Employees in these classifications who are on the payroll on the first of July of each year shall receive such payment within sixty (60) days after that date.
 - B. Employees in these classifications employed after July 1st of each year shall receive a pro-rata amount based upon the months served in the previous fiscal year. Any service rendered in the month shall be counted as a full month.
 - C. The employee must make a reasonable effort to have the necessary tools needed for efficient operation

ARTICLE XVIII HOURS OF WORK

- 18.1: Except for employees on seven (7) day operations and employees in permanent Camp Dearborn classifications, the work week for all other employees shall be eight (8) hours a day, five (5) consecutive days a week, Monday through Friday.
- 18.2: Employees in permanent Camp Dearborn classifications shall work eight (8) hours a day, five (5) consecutive days a week as follows: Beginning with the first pay period in May through the last pay period in September, the work schedule shall consist of five (5) consecutive days on a Monday through Sunday schedule. During the remaining period of the year, October through April, the schedule shall consist of five (5) consecutive days on a Monday through Saturday schedule.
- 18.3: Employees shall be given five (5) calendar days advance notification of a change of shift except the seven (7) day operation. Whenever possible, the City will give employees who are transferred or promoted to other departments a forty-eight (48) hour notice.

OPERATIVE BARGAINING UNIT

ARTICLE XIX OVERTIME POLICY

- 19.1: Except for permanent employees in the Camp Dearborn classification series, and employees working in seven (7) day operations, all other employees shall receive compensation for overtime on the following basis:
- A. Hours worked in excess of eight (8) hours a day and forty (40) hours per week shall be paid on the basis of One Hundred Fifty percent (150%) of the base straight time hourly rate.
 - B. Hours worked on Sundays shall be paid on the basis of Two Hundred percent (200%) of the base straight time hourly rate.
 - C. Hours worked on an approved holiday shall be paid Two Hundred percent (200%) of the base straight time hourly rate in addition to pay for the Legal Holiday.
 - D. Whenever an employee has been called in to perform overtime work and has worked continuously for eight (8) hours, he may be relieved of his work duties, but any time worked prior to his normal starting time shall be paid at the premium rates set forth in the overtime provisions.
- 19.2: Employees working in seven (7) day operations shall be paid on the basis of One Hundred Fifty percent (150%) of the hours worked in excess of forty (40) hours in a weekly work schedule. Employees working on contract holidays shall be paid Two Hundred percent (200%) of all hours worked. Seven (7) day operation employees do not receive holiday pay.
- 19.3: Seven (7) day operation employees in the Power House who work more than eight (8) hours in a twenty-four (24) hour period shall be paid on the basis of One Hundred Fifty percent (150%) of the hours worked in excess of eight (8) hours.
- 19.4: Overtime shall be distributed within the Division as equally as possible, consistent with good operations, among the employees holding classifications that are qualified to perform such work. Emergency overtime not contemplated by the Employer in time to assign the proper employee may be performed by any qualified employee available. When rotation lists are used to aid in the distribution of overtime, such lists shall be maintained on a current basis.
- 19.5: All permanent employees in the Camp Dearborn classification series shall receive cash payment at the rate of One Hundred Fifty percent (150%) of the base straight time hourly rate for those hours in excess of eight (8) hours a day and forty (40) hours per week and shall receive cash payment at the rate of Two Hundred percent (200%) of the base straight time hourly rate for the seventh straight day worked within the employee's scheduled work week subject to the following conditions:
- A. Beginning with the first pay period in May through the last pay period in September, the work schedule shall consist of five (5) consecutive days on a Monday through Sunday schedule.

OPERATIVE BARGAINING UNIT

ARTICLE XIX (continued)

19.5: (continued)

- B. During the remaining period of the year, October through April, the schedule shall consist of five (5) consecutive days on a Monday through Saturday schedule.
- C. The City shall not be precluded from employing seasonal employees to perform the same work they have performed in the past.

ARTICLE XX
OPERATIVE UNIT
CLASSIFICATION AND RATES OF COMPENSATION
Effective 7-01-94

Code	Grade Classification	Step					
		Annual and Hourly Rate with Semi-Annual Service Increment Added					
	O01	01	02	03	04	05	06
		21133.00	21549.00	21944.00	22922.00	23317.00	23733.00
		10.16	10.36	10.55	11.02	11.21	11.41
03001	Watchman						
	O02	01	02	03	04	05	06
		23088.00	23462.00	23816.00	25043.00	25459.00	25813.00
		11.10	11.28	11.45	12.04	12.24	12.41
03002	Custodian						
	O03	01	02	03	04	05	06
		24856.00	25314.00	25771.00	26978.00	27498.00	27934.00
		11.95	12.17	12.39	12.97	13.22	13.43
03003	Laborer I						
03004	Camp Dearborn Laborer						
	O04	01	02	03			
		27789.00	28350.00	28746.00			
		13.36	13.63	13.82			
03005	Truck Driver						
03006	Laborer II						
03007	Auto Serviceman						
	O05	01	02	03	04	05	
		25626.00	26416.00	27206.00	27976.00	28746.00	
		12.32	12.70	13.08	13.45	13.82	
03008	Driver/Laborer						
	O06	01	02	03			
		27914.00	28350.00	28746.00			
		13.42	13.63	13.82			
03009	Camp Dearborn Serviceman/Cribman						
	O07	01	02	03			
		28205.00	28704.00	29224.00			
		13.56	13.80	14.05			
03010	Pumping Station Operator I						
	O08	01	02	03			
		28454.00	28995.00	29432.00			
		13.68	13.94	14.15			
03011	Meter Reader						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-94

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added
		01	02	03	04	
	O09	28704.00 13.80	29203.00 14.04	29682.00 14.27		
03012	Building Services Maintenance Worker					
03013	Camp Dearborn Maintenance Worker					
03014	Housing Maintenance Worker					
03015	Museum Maintenance Worker					
03016	Parks Maintenance Worker					
03017	Water Maintenance Worker					
03018	Water Meter Repairman I					
03019	Highways Laborer III					
03020	Parks Laborer III					
03021	Sewerage Laborer III					
03022	Environmental Technician I					

	O10	29037.00 13.96	29474.00 14.17	30035.00 14.44		
03023	Equipment Operator I					
03024	Tree Trimmer					
03025	Water Maintenance Construction Worker					
03026	Tire Serviceman					
03027	Auto Stockman I					
03028	Camp Dearborn Equipment Operator I					

	O11		30472.00 14.65			
03029	Camp Dearborn Canvas Repairman					
03079	Senior Meter Reader					

	O11	29474.00 14.17	29890.00 14.37	30472.00 14.65		
03084	Water Technician I (S-4)					

	O12	29890.00 14.37	30326.00 14.58	30888.00 14.85		
03085	Water Technician I (S-3)					

	O13	30326.00 14.58	30742.00 14.78	31325.00 15.06		
03086	Water Technician I (S-2)					

	O14	29619.00 14.24	29973.00 14.41	30389.00 14.61	30846.00 14.83	
03031	Senior Housing Maintenance Worker					

ARTICLE XX
OPERATIVE UNIT
CLASSIFICATION AND RATES OF COMPENSATION
Effective 7-01-94

Code	Grade Classification	Step						Annual and Hourly Rate with Semi-Annual Service Increment Added					
		01		02		03		04		05		06	
	O15	28704.00		29182.00		29619.00		30014.00					
		13.80		14.03		14.24		14.43					
03033	High Pressure Boiler Operator Trainee												
	O16	30368.00		30888.00		31408.00							
		14.60		14.85		15.10							
03032	Environmental Technician II												
03034	Low Pressure Boiler Operator												
	O16	31408.00											
		15.10											
03083	Tree Trimmer (Licensed)												
	O17	27768.00		28226.00		29141.00		29806.00		30451.00		31533.00	
		13.35		13.57		14.01		14.33		14.64		15.16	
03035	Lineman Trainee												
	O18	30451.00		31054.00		31533.00							
		14.64		14.93		15.16							
03036	Equipment Operator II												
03037	Pumping Station Operator II												
03038	Camp Dearborn Equipment Operator II												
	O19	31075.00		31741.00		32302.00							
		14.94		15.26		15.53							
03039	Auto Mechanic												
03040	Auto Stockman II												
03041	Camp Dearborn Spray Painter												
03042	Camp Dearborn Maintenance Mechanic												
03048	Water Meter Repairman II												
03063	Housing Maintenance Mechanic												
03068	Water Stockman												
	O29	30784.00		31304.00		31824.00		32344.00		32864.00			
		14.80		15.05		15.30		15.55		15.80			
03089	Fleet Mechanic I												

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-94

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04		
	O21	01	02	03	04		
		31075.00	31741.00	32302.00	33134.00		
		14.94	15.26	15.53	15.93		
03043	Building Services Maintenance Mechanic						
03044	Highways Maintenance Mechanic						
03045	Parks Maintenance Mechanic						
03046	Sewerage Maintenance Mechanic						
03047	Water Maintenance Mechanic						
03078	Certified Auto Mechanic						

	O20	01	02	03	04		
		31533.00	32157.00	32843.00	33509.00		
		15.16	15.46	15.79	16.11		
03049	High Pressure Boiler Operator						

	O30	01	02	03	04	05	
		31512.00	32032.00	32552.00	33072.00	33592.00	
		15.15	15.40	15.65	15.90	16.15	
03090	Fleet Mechanic II						

	O25	01					
		33842.00					
03080	Lead Auto Mechanic	16.27					

	O31	01	02	03	04	05	
		32240.00	32760.00	33280.00	33800.00	34320.00	
		15.50	15.75	16.00	16.25	16.50	
03091	Fleet Mechanic III						

	O22	01	02	03			
		33571.00	33987.00	34403.00			
		16.14	16.34	16.54			
03082	Water Maintenance Mechanic (Licensed) (Must submit appropriate license for each additional increment)						

	O23	01	02	03	04		
		31928.00	32594.00	33155.00	33987.00		
		15.35	15.67	15.94	16.34		
03087	Water Technician II (S-3)						

	O24	01	02	03	04		
		32365.00	33010.00	33592.00	34403.00		
		15.56	15.87	16.15	16.54		
03088	Water Technician II (S-2)						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-94

Code	Grade Classification	Step		Annual and Hourly Rate with Semi-Annual Service Increment Added			
		01	02	03	04	05	06
	O26	32032.00	32802.00	33530.00	34195.00		
		15.40	15.77	16.12	16.44		
03050	Carpenter						
03051	Mason						
03052	Painter						
03053	Lineman						
03055	Refrigeration Mechanic I						
03056	Heating Equipment & Control Mechanic						
03057	Camp Dearborn Carpenter						
03058	Camp Dearborn Journeyman						
03062	Plumbing Mechanic						
	O27	33134.00	33842.00	34528.00			
		15.93	16.27	16.60			
03059	Welder/Fabricator						
	O32	32968.00	33488.00	34008.00	34528.00	35048.00	
		15.85	16.10	16.35	16.60	16.85	
03092	Fleet Master Mechanic						
	O28	32906.00	33634.00	34382.00	35090.00		
		15.82	16.17	16.53	16.87		
03060	Plumber						
03061	Electrician						
03064	Refrigeration Mechanic II						
03065	Camp Dearborn Electrician						
03066	Camp Dearborn Plumber						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-95

Code	Grade Classification	Step						Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04	05	06		
03001	O01 Watchman	21549.00	21986.00	22381.00	23379.00	23774.00	24211.00		
		10.36	10.57	10.76	11.24	11.43	11.64		
03002	O02 Custodian	23546.00	23941.00	24294.00	25542.00	25958.00	26333.00		
		11.32	11.51	11.68	12.28	12.48	12.66		
03003 03004	O03 Laborer I Camp Dearborn Laborer	25355.00	25813.00	26291.00	27518.00	28038.00	28496.00		
		12.19	12.41	12.64	13.23	13.48	13.70		
03005 03006 03007	O04 Truck Driver Laborer II Auto Serviceman	28350.00	28912.00	29328.00					
		13.63	13.90	14.10					
03008	O05 Driver/Laborer	26146.00	26936.00	27747.00	28538.00	29328.00			
		12.57	12.95	13.34	13.72	14.10			
03009	O06 Camp Dearborn Serviceman/Cribman	28475.00	28912.00	29328.00					
		13.69	13.90	14.10					
03010	O07 Pumping Station Operator I	28766.00	29286.00	29806.00					
		13.83	14.08	14.33					
03011	O08 Meter Reader	29016.00	29578.00	30014.00					
		13.95	14.22	14.43					

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-95

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added
		01	02	03	04	
	O09	29286.00 14.08	29786.00 14.32	30285.00 14.56		
03012	Building Services Maintenance Worker					
03013	Camp Dearborn Maintenance Worker					
03014	Housing Maintenance Worker					
03015	Museum Maintenance Worker					
03016	Parks Maintenance Worker					
03017	Water Maintenance Worker					
03018	Water Meter Repairman I					
03019	Highways Laborer III					
03020	Parks Laborer III					
03021	Sewerage Laborer III					
03022	Environmental Technician I					
	O10	29619.00 14.24	30056.00 14.45	30638.00 14.73		
03023	Equipment Operator I					
03024	Tree Trimmer					
03025	Water Maintenance Construction Worker					
03026	Tire Serviceman					
03027	Auto Stockman I					
03028	Camp Dearborn Equipment Operator I					
	O11			31075.00 14.94		
03029	Camp Dearborn Canvas Repairman					
03079	Senior Meter Reader					
	O11	30056.00 14.45	30493.00 14.66	31075.00 14.94		
03084	Water Technician I (S-4)					
	O12	30493.00 14.66	30930.00 14.87	31512.00 15.15		
03085	Water Technician I (S-3)					
	O13	30930.00 14.87	31366.00 15.08	31949.00 15.36		
03086	Water Technician I (S-2)					
	O14	30202.00 14.52	30576.00 14.70	30992.00 14.90	31470.00 15.13	
03031	Senior Housing Maintenance Worker					

ARTICLE XX
OPERATIVE UNIT
CLASSIFICATION AND RATES OF COMPENSATION
Effective 7-01-95

Code	Grade Classification	Step						Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04	05	06		
	O15	29286.00	29765.00	30202.00	30618.00				
		14.08	14.31	14.52	14.72				
03033	High Pressure Boiler Operator Trainee								
	O16	30971.00	31512.00	32032.00					
		14.89	15.15	15.40					
03032	Environmental Technician II								
03034	Low Pressure Boiler Operator								
	O16	32032.00							
		15.40							
03083	Tree Trimmer (Licensed)								
	O17	28330.00	28787.00	29723.00	30410.00	31054.00	32157.00		
		13.62	13.84	14.29	14.62	14.93	15.46		
03035	Lineman Trainee								
	O18	31054.00	31678.00	32157.00					
		14.93	15.23	15.46					
03036	Equipment Operator II								
03037	Pumping Station Operator II								
03038	Camp Dearborn Equipment Operator II								
	O19	31699.00	32386.00	32947.00					
		15.24	15.57	15.84					
03039	Auto Mechanic								
03040	Auto Stockman II								
03041	Camp Dearborn Spray Painter								
03042	Camp Dearborn Maintenance Mechanic								
03048	Water Meter Repairman II								
03063	Housing Maintenance Mechanic								
03068	Water Stockman								
	O29	31408.00	31928.00	32469.00	32989.00	33530.00			
		15.10	15.35	15.61	15.86	16.12			
03089	Fleet Mechanic I								

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-95

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04		
	O21	01	02	03	04		
		31699.00	32386.00	32947.00	33800.00		
		15.24	15.57	15.84	16.25		
03043	Building Services Maintenance Mechanic						
03044	Highways Maintenance Mechanic						
03045	Parks Maintenance Mechanic						
03046	Sewerage Maintenance Mechanic						
03047	Water Maintenance Mechanic						
03078	Certified Auto Mechanic						

	O20	01	02	03	04		
		32157.00	32802.00	33509.00	34174.00		
		15.46	15.77	16.11	16.43		
03049	High Pressure Boiler Operator						

	O30	01	02	03	04	05	
		32136.00	32677.00	33197.00	33738.00	34258.00	
		15.45	15.71	15.96	16.22	16.47	
03090	Fleet Mechanic II						

	O25	01					
		34528.00					
03080	Lead Auto Mechanic	16.60					

	O31	01	02	03	04	05	
		32885.00	33426.00	33946.00	34486.00	35006.00	
		15.81	16.07	16.32	16.58	16.83	
03091	Fleet Mechanic III						

	O22	01	02	03			
		34237.00	34674.00	35090.00			
		16.46	16.67	16.87			
03082	Water Maintenance Mechanic (Licensed) (Must submit appropriate license for each additional increment)						

	O23	01	02	03	04		
		32573.00	33238.00	33821.00	34674.00		
		15.66	15.98	16.26	16.67		
03087	Water Technician II (S-3)						

	O24	01	02	03	04		
		33010.00	33675.00	34258.00	35090.00		
		15.87	16.19	16.47	16.87		
03088	Water Technician II (S-2)						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-95

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04		
	O26	32677.00 15.71	33467.00 16.09	34195.00 16.44	34882.00 16.77		
03050	Carpenter						
03051	Mason						
03052	Painter						
03053	Lineman						
03055	Refrigeration Mechanic I						
03056	Heating Equipment & Control Mechanic						
03057	Camp Dearborn Carpenter						
03058	Camp Dearborn Journeyman						
03062	Plumbing Mechanic						

	O27	33800.00 16.25	34528.00 16.60	35214.00 16.93			
03059	Welder/Fabricator						

	O32	33634.00 16.17	34154.00 16.42	34694.00 16.68	35214.00 16.93	35755.00 17.19	
03092	Fleet Master Mechanic						

	O28	33571.00 16.14	34299.00 16.49	35069.00 16.86	35797.00 17.21		
03060	Plumber						
03061	Electrician						
03064	Refrigeration Mechanic II						
03065	Camp Dearborn Electrician						
03066	Camp Dearborn Plumber						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-96

Code	Grade Classification	Step					
		Annual and Hourly Rate with Semi-Annual Service Increment Added					
	O01	01	02	03	04	05	06
		21986.00	22422.00	22838.00	23837.00	24253.00	24690.00
		10.57	10.78	10.98	11.46	11.66	11.87
03001	Watchman						
	O02	01	02	03	04	05	06
		24024.00	24419.00	24773.00	26062.00	26478.00	26853.00
		11.55	11.74	11.91	12.53	12.73	12.91
03002	Custodian						
	O03	01	02	03	04	05	06
		25854.00	26333.00	26811.00	28059.00	28600.00	29058.00
		12.43	12.66	12.89	13.49	13.75	13.97
03003	Laborer I						
03004	Camp Dearborn Laborer						
	O04	01	02	03			
		28912.00	29494.00	29910.00			
		13.90	14.18	14.38			
03005	Truck Driver						
03006	Laborer II						
03007	Auto Serviceman						
	O05	01	02	03	04	05	
		26666.00	27477.00	28309.00	29099.00	29910.00	
		12.82	13.21	13.61	13.99	14.38	
03008	Driver/Laborer						
	O06	01	02	03			
		29037.00	29494.00	29910.00			
		13.96	14.18	14.38			
03009	Camp Dearborn Serviceman/Cribman						
	O07	01	02	03			
		29349.00	29869.00	30410.00			
		14.11	14.36	14.62			
03010	Pumping Station Operator I						
	O08	01	02	03			
		29598.00	30160.00	30618.00			
		14.23	14.50	14.72			
03011	Meter Reader						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-96

Code	Grade Classification	Step			
		Annual and Hourly Rate with Semi-Annual Service Increment Added			
	O09	01	02	03	
		29869.00	30389.00	30888.00	
		14.36	14.61	14.85	
03012	Building Services Maintenance Worker				
03013	Camp Dearborn Maintenance Worker				
03014	Housing Maintenance Worker				
03015	Museum Maintenance Worker				
03016	Parks Maintenance Worker				
03017	Water Maintenance Worker				
03018	Water Meter Repairman I				
03019	Highways Laborer III				
03020	Parks Laborer III				
03021	Sewerage Laborer III				
03022	Environmental Technician I				

	O10	01	02	03	
		30202.00	30659.00	31242.00	
		14.52	14.74	15.02	
03023	Equipment Operator I				
03024	Tree Trimmer				
03025	Water Maintenance Construction Worker				
03026	Tire Serviceman				
03027	Auto Stockman I				
03028	Camp Dearborn Equipment Operator I				

	O11	03			
		31699.00			
		15.24			
03029	Camp Dearborn Canvas Repairman				
03079	Senior Meter Reader				

	O11	01	02	03	
		30659.00	31096.00	31699.00	
		14.74	14.95	15.24	
03084	Water Technician I (S-4)				

	O12	01	02	03	
		31096.00	31554.00	32136.00	
		14.95	15.17	15.45	
03085	Water Technician I (S-3)				

	O13	01	02	03	
		31554.00	31990.00	32594.00	
		15.17	15.38	15.67	
03086	Water Technician I (S-2)				

	O14	01	02	03	04
		30805.00	31179.00	31616.00	32094.00
		14.81	14.99	15.20	15.43
03031	Senior Housing Maintenance Worker				

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-96

Code	Grade Classification	Step		Annual and Hourly Rate with Semi-Annual Service Increment Added			
		01	02	03	04	05	06
	O15	29869.00 14.36	30368.00 14.60	30805.00 14.81	31221.00 15.01		
03033	High Pressure Boiler Operator Trainee						
	O16	31595.00 15.19	32136.00 15.45	32677.00 15.71			
03032	Environmental Technician II						
03034	Low Pressure Boiler Operator						
	O16			32677.00 15.71			
03083	Tree Trimmer (Licensed)						
	O17	28891.00 13.89	29370.00 14.12	30326.00 14.58	31013.00 14.91	31678.00 15.23	32802.00 15.77
03035	Lineman Trainee						
	O18	31678.00 15.23	32302.00 15.53	32802.00 15.77			
03036	Equipment Operator II						
03037	Pumping Station Operator II						
03038	Camp Dearborn Equipment Operator II						
	O19	32323.00 15.54	33030.00 15.88	33613.00 16.16			
03039	Auto Mechanic						
03040	Auto Stockman II						
03041	Camp Dearborn Spray Painter						
03042	Camp Dearborn Maintenance Mechanic						
03048	Water Meter Repairman II						
03063	Housing Maintenance Mechanic						
03068	Water Stockman						
	O29	32032.00 15.40	32573.00 15.66	33114.00 15.92	33654.00 16.18	34195.00 16.44	
03089	Fleet Mechanic I						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-96

Code	Grade Classification	Step					Annual and Hourly Rate with Semi-Annual Service Increment Added
		01	02	03	04	05	
	O21	01	02	03	04		
		32323.00	33030.00	33613.00	34486.00		
		15.54	15.88	16.16	16.58		
03043	Building Services Maintenance Mechanic						
03044	Highways Maintenance Mechanic						
03045	Parks Maintenance Mechanic						
03046	Sewerage Maintenance Mechanic						
03047	Water Maintenance Mechanic						
03078	Certified Auto Mechanic						

	O20	01	02	03	04		
		32802.00	33467.00	34174.00	34861.00		
		15.77	16.09	16.43	16.76		
03049	High Pressure Boiler Operator						

	O30	01	02	03	04	05	
		32781.00	33322.00	33862.00	34403.00	34944.00	
		15.76	16.02	16.28	16.54	16.80	
03090	Fleet Mechanic II						

	O25	01					
		35214.00					
03080	Lead Auto Mechanic	16.93					

	O31	01	02	03	04	05	
		33550.00	34091.00	34632.00	35173.00	35714.00	
		16.13	16.39	16.65	16.91	17.17	
03091	Fleet Mechanic III						

	O22	01	02	03			
		34923.00	35360.00	35797.00			
		16.79	17.00	17.21			
03082	Water Maintenance Mechanic (Licensed) (Must submit appropriate license for each additional increment)						

	O23	01	02	03	04		
		33218.00	33904.00	34507.00	35360.00		
		15.97	16.30	16.59	17.00		
03087	Water Technician II (S-3)						

	O24	01	02	03	04		
		33675.00	34341.00	34944.00	35797.00		
		16.19	16.51	16.80	17.21		
03088	Water Technician II (S-2)						

ARTICLE XX
 OPERATIVE UNIT
 CLASSIFICATION AND RATES OF COMPENSATION
 Effective 7-01-96

Code	Grade Classification	Step				Annual and Hourly Rate with Semi-Annual Service Increment Added	
		01	02	03	04		
	O26						
		33322.00	34133.00	34882.00	35589.00		
		16.02	16.41	16.77	17.11		
03050	Carpenter						
03051	Mason						
03052	Painter						
03053	Lineman						
03055	Refrigeration Mechanic I						
03056	Heating Equipment & Control Mechanic						
03057	Camp Dearborn Carpenter						
03058	Camp Dearborn Journeyman						
03062	Plumbing Mechanic						

	O27						
		34486.00	35214.00	35922.00			
		16.58	16.93	17.27			
03059	Welder/Fabricator						

	O32						
		34299.00	34840.00	35381.00	35922.00	36462.00	
		16.49	16.75	17.01	17.27	17.53	
03092	Fleet Master Mechanic						

	O28						
		34237.00	34986.00	35776.00	36504.00		
		16.46	16.82	17.20	17.55		
03060	Plumber						
03061	Electrician						
03064	Refrigeration Mechanic II						
03065	Camp Dearborn Electrician						
03066	Camp Dearborn Plumber						

OPERATIVE BARGAINING UNIT

ARTICLE XX (continued)

- 20.2: Service Increments shall be on a semi-annual six-month basis and shall be effective the first day of the first pay period following the date the employee completes the required six (6) month period of service, or if the probationary period is extended it shall be the first day of the first pay period subsequent to the completion of the satisfactory probationary period.
- 20.3: Upon promotion, the employee shall be entitled to the minimum rate of the new classification providing it represents the value of one increment. If it does not, he shall be placed at the next step above the minimum rate for the class.

ARTICLE XXI SHIFT PREMIUM

- 21.1: Shift Premium Payments. Effective July 1, 1990 employees working on the No. 1 (midnight) shift or on the No. 3 (afternoon) shift shall receive thirty-five cents (\$.35) per hour in addition to the base hourly rate.
- 21.2: Premium Rate for Paid Leave: All employees regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift when they are off on Vacation, Sick Leave, Personal Business or any other paid leave. However, employees who are on sick leave for more than ten (10) consecutive work days shall no longer be paid the premium rate for such leave, unless such time is sick in line of duty.
- 21.3: Identification of Shifts. An employee whose scheduled shift starts on or after:
- A. 7:00 p.m. but before 5:00 a.m. shall be deemed to be working the No. 1 (midnight) shift.
 - B. 5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (day) shift.
 - C. 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the No. 3 (afternoon) shift.
- 21.4: Shift Premium Overtime.
- A. Employees required to work overtime beyond the end of a regular shift shall receive shift premium only if the overtime period is four (4) hours or more (all overtime hours to receive premium). Premium pay, if any, will be determined by the starting time of the overtime period as defined in the above section.
 - B. Employees called back to work, or called in on a non- scheduled day, shall receive shift premium based upon the starting time as defined in the above section for the first eight (8) hours of such assignment. If the overtime exceeds eight (8) hours, the starting time of the additional hours will determine the premium according to the above section for all hours worked up to an additional eight (8) hours. If the overtime assignment goes beyond the sixteen (16) hours, the same procedure will be used to determine shift premium. if any.

OPERATIVE BARGAINING UNIT

ARTICLE XXII
VACATION

22.1: Vacation Accumulation. Every regular full-time employee in this bargaining unit shall be entitled to Vacation with pay in accordance with the following schedule, after completing six (6) months of satisfactory service:

A. Five (5) Day Operations.

<u>Years of Service</u>	<u>Monthly pro-rata allowance that will total</u>
Up to 5 years of service	12 work days per year
After 5 years and up to 10 years	15 work days per year
After 10 years and up to 15 years	19 work days per year
After 15 years and up to 20 years	22 work days per year
After 20 years of service	25 work days per year

B. Seven (7) Day Operations

<u>Years of Service</u>	<u>Monthly pro-rata allowance that will total</u>
Up to 5 years of service	25 work days per year
After 5 years and up to 10 years	28 work days per year
After 10 years and up to 15 years	32 work days per year
After 15 years and up to 20 years	35 work days per year
After 20 years of service	38 work days per year

22.2: Monthly Accumulation. New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth (15th) of the month. The monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Holidays when granted to the employee shall be considered work days, and employees entitled to time off for Legal Holidays shall not have such time charged as vacation time when the holiday falls during a vacation period. Vacation shall continue to accrue when the employee is receiving a full salary on a duty disability leave or personal sick leave.

22.3: Vacation in Lieu of Legal Holiday. All employees who are entitled to time off with pay for Legal Holidays shall have one (1) Vacation day posted to their credit for each Legal Holiday that falls on a non-scheduled work day and is not celebrated on the following day. It is further provided that any Vacation posted to an employee's credit for this reason shall not be lost because of the employee's maximum accumulation on that date. However, if the employee has the maximum accumulation on the date such holiday occurs, he shall have a maximum of three (3) months to take off the vacation posted in lieu of such holiday.

OPERATIVE BARGAINING UNIT

ARTICLE XXII (continued)

- 22.4: Maximum Vacation Accumulation. All employees, except employees in seven (7) day operations who earn more than thirty (30) work days per year, shall be allowed to accumulate a maximum of thirty (30) work days of Vacation on January first of each year. All employees in seven (7) day operations shall be allowed to accumulate a maximum equal to their annual allowance, but not less than thirty (30) work days on January first of each year.
- 22.5: Accumulated Balance First of Each Year. The accumulated balance shall be determined as of December thirty-first. Any fractional part of a day that exceeds the maximum balance shall be carried forward.
- 22.6: Corrections to Accumulated Balances. Corrections will be made if there are clerical errors. To correct a clerical error, the employee may carry a negative balance until the accumulation eliminates such balance.
- 22.7: Scheduling Vacation. Employees shall be required to request vacation leave twenty-four (24) hours in advance according to Division policy, except in cases of emergencies. Employees may be denied vacation requests based upon the needs of the City.
- 22.8: Failure to Schedule Vacation. The employee shall not lose accumulated vacation if the appointing authority fails to schedule vacation on a reasonable basis or denies such Vacation. The appointing authority may request the Civil Service Commission to extend the maximum accumulation of Vacation as set forth if there are extenuating circumstances that would warrant such extension.
- 22.9: Appointing Authority to Schedule Vacation. The appointing authority shall continue to schedule vacation in an orderly manner so that adequate manpower is available for the work to be done.
- 22.10: Vacation Pay at Time of Separation.
- A. Employees shall be entitled to be paid for their accrued Vacation at the time of separation from City employment for reasons other than retirement.
 - B. Retirees may elect one of the following options: (1) To remain on the rolls and run out their accumulated vacation until effective date of retirement, or (2) Receive cash payment for accumulated vacation at the time of retirement. However, such cash payment cannot exceed compensation for the employee's maximum allowable accumulation.

**ARTICLE XXIII
HOLIDAY PROVISIONS**

23.1: All permanent and probationary employees, except those working on seven (7) day operations shall be granted the following holidays:

New Year's Day
Martin Luther King's Birthday (Observed)
President's Day/George Washington's Birthday (Observed)
Good Friday
Memorial Day (Observed)
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Last normal work day before Christmas
Christmas Day
Last normal work day before New Year's

23.2: Any employee absent without leave on scheduled work days immediately preceding or succeeding Holidays shall not be entitled to time off with pay for such holiday.

23.3: All employees who are entitled to time off with pay for legal Holidays shall have one (1) vacation day posted to their credit for each legal Holiday that falls on a non-scheduled work day and is not celebrated on the following day. It is further provided that any vacation posted to an employee's credit for this reason shall not be lost because of the employee's maximum accumulation on that date. However, if the employee has the maximum vacation on the date such holiday occurs, he shall have a maximum of three (3) months to take off the vacation posted in lieu of such holiday.

23.4: For those employees assigned to the seven (7) day operation, the above designated holidays shall be the actual calendar dates upon which the holidays fall.

**ARTICLE XXIV
SICK LEAVE OR INJURY LEAVE**

24.1: Rate of Accumulation. All regular full-time employees shall be granted Sick Leave on the basis of one (1) work day for each completed month of service.

24.2: Monthly Accumulation. The monthly sick leave accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Sick leave shall continue to accrue when the employee is receiving a full salary on a duty disability, personal sick leave or vacation.

24.3: Legal Holidays. Employees entitled to time off for Legal Holidays shall not have such time charged as sick time when the holiday falls during the sick leave period.

24.4: Maximum Accumulation. Sick Leave may be accumulated up to a maximum of Two Hundred Twenty (220) work days.

OPERATIVE BARGAINING UNIT

ARTICLE XXIV (continued)

- 24.5: Notice to Supervisor. An employee requesting sick leave shall notify his immediate supervisor prior to the start of, or during the first one and one-half (1-1/2) hours of the working day or shift of the first day's absence from duty. In the absence of a report from the City Physician, the employee must submit an affidavit as proof of illness, or if attended by a physician, a report from such physician.
- 24.6: Use of Sick Leave. Sick Leave may be used in one-half (1/2) day segments, either the first half or the last half of the employee's shift.
- 24.7: Misuse or Abuse of Sick Leave. The utilization of Sick Leave is a privilege and not a right. Employees who abuse the privilege shall be subject to disciplinary action.
- 24.8: Contagious Diseases. In addition to absence because of personal illness, Sick Leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.
- 24.9: Employees who are on Sick Leave for Twelve (12) Continuous Months or More, with or without pay, will be retired if eligible for retirement, unless a substantive prognosis is provided by the employee to the City indicating that he will be able to return to normal duties in the immediate future.
- 24.10: All accumulated and unused Sick Leave shall be credited to any employee recalled from layoff, transferred to another department, or returning from a leave of absence.
- 24.11: Procedure for Challenging Physical Examination Report. In the event the report of the employee's physician is challenged by the City, or if the Union challenges the City Physician's report, then the following procedure shall be followed:
- A. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
 - B. If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
 - C. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the City and the Union, by an appropriate specialist in the area of controversy for final determination in the matter which shall be binding on the parties.

OPERATIVE BARGAINING UNIT

ARTICLE XXV
SICK LEAVE SEPARATION PAY

- 25.1: Employees shall be paid fifty percent (50%), up to a maximum of sixty (60) work days, of their unused sick leave at the time of retirement or death. Retirement is herein defined to mean a twenty-five (25) year deferred service retirement, ten (10) or twenty-five (25) year service retirement, and a non-duty or duty disability retirement.

ARTICLE XXVI
SUPPLEMENTAL BENEFITS TO WORKER'S COMPENSATION

- 26.1: In all cases where an employee has been totally incapacitated as a result of an accidental injury, or an acquired occupational disease arising out of and in the course of his employment, and it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during disability for a period of One Hundred Eighty (180) calendar days, and for such additional days said employee may have to his credit as vacation leave, sick leave, or such sum or sums of money sufficient when added to his Worker's Compensation benefits shall be equal to his full wage or salary at the time of his injury.
- 26.2: It is further provided that the time lost beyond the first ninety (90) calendar days shall be charged to personal sick leave before the remainder of the One Hundred Eighty (180) calendar days is used. Any time lost beyond the One Hundred Eighty (180) day period shall first be charged against vacation.
- 26.3: Provided further that any charge made to personal sick leave or vacation, will be based on the number of hours contained in the amount that represents the difference between the employee's normal salary at the time of injury and the amount of the worker's compensation benefits.
- 26.4: It is further provided that after twelve (12) months from the time of an injury it is determined that the employee is permanently and totally disabled, then in accordance with the duty disability provisions set forth in the City of Dearborn General Employees Retirement System, as amended, the employee may be retired by the employer.

ARTICLE XXVII
HEALTH CARE BENEFITS

- 27.1: The City will make monthly payments for the cost of Health Care Benefits for all employees who work in a permanent full-time position, in an amount equal to the full subscription rate charge for the coverage to which the employee shall have subscribed. The monthly payment shall be made by the City for each month that the employee receives some salary or wage as compensation for his services. The coverage shall be limited as set forth in the following sections.

OPERATIVE BARGAINING UNIT

ARTICLE XXVII (continued)

27.2: Effective July 3, 1986 the coverage shall be limited to one of the following programs for self, or self and spouse, or self and family (including only spouse and eligible children). The City reserves the right to provide additional health coverage programs for the employees selection. The City reserves the right to designate which carrier shall be primary.

Married employees who are both employed by the City shall be eligible to elect: (1) An individual single health care benefit for each, or (2) one family health care benefit, or (3) one two-person contract.

A. Blue Cross/Blue Shield Comprehensive Major Medical Program with deductible and co-payment with stop loss, according to the following schedule.

Wage Group	Base Wage	DEDUCTIBLE		80/20 CO-PAY (up to stop loss)
		Single	2P/Family	
I	Up to 21,999	\$150	\$300	\$ 500
II	\$22,000 thru 31,999	200	400	750
III	32,000 thru 39,999	250	500	1,000
IV	40,000 and over	300	600	1,000

Effective August 3, 1986 a Drug Rider (\$5.00 co-payment) shall be included under this program.

B. Coverage under Health Alliance Plan or other Health Maintenance Organization Plans provided by the City.

Effective July 3, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

27.3: Employees shall be required to pay for family continuation and/or sponsored dependent riders. Under the Blue Cross/Blue Shield Comprehensive Major Medical program the sponsored dependent rider shall be determined to be under Wage Group IV, and the employee shall be required to pay the corresponding premium rate.

27.4: Non-Participation in Health Care Coverage.

Effective July 1, 1995, a cash bonus of Two Thousand Five Hundred Dollars (\$2,500) to be payable under the following conditions:

A. Employee must have health coverage via a spouse who is employed by an employer other than the City of Dearborn.

B. An employee electing to waive health care coverage must sign the appropriate forms prior to July first each year, and one-half the payment shall be made on September 30 and one-half on March 31 of each fiscal year.

ARTICLE XXVII (continued)

27.4: (continued)

C. Any employee who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such employee shall reimburse the City a prorated portion of the bonus based on the months paid by the City.

27.5: Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family Leave Act, and the City reserves its rights to implement and administer said Act.

27.6: Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level; and should the City or its employees be affected, directly or indirectly, by said legislation, then at the request of either party, the parties shall negotiate regarding said subject.

**ARTICLE XXVIII
RETIREE HEALTH BENEFITS**

28.1: Employees who have retired after July 1, 1975 through January 2, 1987, shall be entitled to receive health care benefits. Such benefits shall consist of coverage under Health Alliance Plan or other Health Maintenance Organization Plans provided by the City or the basic Blue Cross/Blue Shield coverage with MVF-1 and Blue Shield Drug Rider in effect on November 1, 1984.

For employees who retire effective January 3, 1988, or thereafter, the coverage shall be limited to one of the following programs for retiree and spouse. The City reserves the right to provide additional health coverage programs for the retiree's selection.

A. Blue Cross/Blue Shield Comprehensive Major Medical Program (Dimension III) with deductible and co-payment and stop-loss with a Drug Rider (\$5.00 co-payment) as follows:

<u>Service Annuity</u>	DEDUCTIBLE		80/20 CO-PAY
	<u>Single</u>	<u>Two Person</u>	<u>(up to stop loss)</u>
Up to \$21,999	\$150	\$300	\$500

Effective July 3, 1990 the second level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	DEDUCTIBLE		80/20 CO-PAY
	<u>Single</u>	<u>Two Person</u>	<u>(up to stop loss)</u>
Up to \$21,999	\$150	\$300	\$500
\$22,000 thru \$31,999	200	400	750

OPERATIVE BARGAINING UNIT

ARTICLE XXVIII (continued)

28.1: (continued)

- B. Coverage under Health Alliance Plan or other Health Maintenance Organization Plans provided by the City.

Effective July 3, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

Retirees shall be eligible to make a choice of these various coverages during the customary enrollment period in June of each year.

28.2: The above coverages are subject to the following provisions:

- A. Subject to conditions set forth in Sections 28.3 and 28.4, employees shall have one hundred percent (100%) of the premium charges paid by the City for retiree, or retiree and spouse, or retiree and family (including only spouse and eligible children). The premium payment shall begin for the month during which the retiree reaches age fifty-five (55).
- B. Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree, spouse and dependents. A beneficiary receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.
- C. Employees retiring under a non-duty disability on and after July 1, 1978 shall have one hundred percent (100%) of the premium paid effective the date the retiree is at least fifty-five (55) years of age and would have completed twenty-five (25) years of service if he/she continued working, or age sixty (60) with ten (10) or more years of service.
- D. Deferred retirees are not eligible for retiree medical benefits until age 55 and after 25 years of actual credited service.

28.3: Beginning in the month the retiree or spouse reaches age sixty-five (65) or the date one or both are eligible and receive Medicare, whichever comes first, the retiree and spouse may choose coverage under one of the Health Maintenance Organization Plans, or shall be provided supplemental Blue Cross/Blue Shield coverage at the level determined by the City.

Subject to the provisions of Section 28.4, if neither the retiree nor spouse is eligible for Medicare coverage, then the same pro-rata premium payments shall continue as set forth in Section 28.1.

28.4: If the retiree and/or spouse is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree and/or spouse received Medicare. The retiree shall reimburse the City for any excess premiums paid.

28.5: At the death of the retiree, coverage shall only continue to a spouse who is a beneficiary under one of the City's retirement systems. Coverage to begin in the month spouse receives an annuity.

OPERATIVE BARGAINING UNIT

ARTICLE XXVIII (continued)

28.6: In the event the City would be obligated to make contributions under a National Health Insurance Act, that would affect coverage for retirees, then the terms of this agreement shall be subject to renegotiations.

28.7: Non-Participation in Health Care Coverage

For those employees retiring on or after July 3, 1985, and effective July 1995 an annual cash bonus of One Thousand Two-Hundred Fifty (\$1,250.00) for single retiree, or Two Thousand Five Hundred Dollars (\$2,500.00) for a married retiree, to be payable under the following conditions:

- A. Retiree must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.
- B. A retiree electing to waive Health Care coverage must sign the appropriate forms prior to July first of each year, and one-half the payment shall be made on September 30 and one-half on March 31 of each fiscal year.
- C. Any retiree who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such retiree shall reimburse the City a prorated portion of the bonus based on the months paid by the City.
- D. No retiree shall receive a cash bonus that would go beyond the month such retiree would attain sixty-five (65) years of age, without the approval of the Civil Service Commission.

NOTE: Article XLIV (Savings Clause)

ARTICLE XXIX DENTAL PLAN

29.1: The City shall pay the full monthly premium for each employee working in full time permanent positions.

29.2: 100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I)

80% of balance of Class I benefits paid by the Carrier

50% of treatment costs paid by the Carrier on Class II benefits

50% of treatment costs paid by the Carrier on Class III benefits

\$600 maximum per person per contract year on Class I and Class II benefits, and a \$500 lifetime maximum on Class III (Orthodontic) benefits.

Effective November 1, 1990 maximum as follows:

\$800 maximum per person per contract year on Class I and Class II benefits, and

\$800 lifetime maximum on Class III Orthodontic benefits.

OPERATIVE BARGAINING UNIT

ARTICLE XXIX (continued)

29.2: (continued)

Effective July 1, 1995 maximum as follows:

\$1,000 maximum per person per contract year on Class I and Class II benefits, and
\$1,000 lifetime maximum on Class III Orthodontic benefits.

29.3: The effective date of coverage for new employees shall be the first monthly premium date that would be at least thirty (30) days subsequent to the date of employment.

ARTICLE XXX LIFE INSURANCE

30.1: Effective May 1, 1987 for all employees in the Operative Bargaining Unit having completed ninety (90) days of continuous service, the amount of insurance to be paid herein designated as the principal sum shall be based upon the employee's annual salary excluding overtime, shift premium, longevity pay, or any other allowances. The principal amount shall be rounded to the next highest thousand dollars but to be no less than Twenty Thousand Dollars (\$20,000).

30.2: The specific terms of the coverage including the accidental death and dismemberment protection shall be set forth in its entirety in the Operative Unit Salary plan.

30.3: Any employee granted a duty disability retirement shall be eligible for service insurance coverage according to the schedule without premium payment for the duration of such duty disability. Employees retiring on or after July 1, 1990 who are not employed on a full-time basis by the City, non-duty disability retirees or duty disabled employees whose status has been converted to that of a regular retired employee shall be eligible for insurance coverage under Section II (Policy A) only in a principal amount of Two Thousand Five Hundred Dollars (\$2,500), upon application for coverage and payment to the City of a premium charge in the amount of Twenty Dollars (\$20.00) per year.

30.4: Premium payments must be continuous and uninterrupted from date of retirement, or date of leaving full-time City employment, whichever is later, and such premiums may be deducted from the regular retirement payments.

ARTICLE XXXI LONGEVITY PAY

31.1: Administrative Regulations.

A. To qualify for the annual longevity payment the employee must be working in a full-time permanent position and must have earned his service credit on or before December 1st of each year.

B. The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the rules of the Civil Service Commission.

OPERATIVE BARGAINING UNIT

ARTICLE XXXI (continued)

31.1: (continued)

C. To be eligible for longevity pay the employee must have a satisfactory working record for the twelve (12) months previous to December 1st of each year and such satisfactory work record shall be determined by the Civil Service Commission from the information that may be contained in the employee's personnel file.

31.2: Time of Payment. Not later than December 1st of each year, the Civil Service Commission shall certify to the City Controller the names and the amounts due each employee. The Controller shall prepare a longevity payroll and pay each employee the amount certified by the Civil Service Commission within a reasonable time after certification, but not later than December 15th of each year.

31.3: Retirement Proration. Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from December 1st to the date of retirement, providing they have retired under one of the following conditions:

- A. A service retirement after twenty-five (25) years of service.
- B. A deferred service retirement after twenty-five (25) years of service.
- C. A service retirement after age sixty (60).
- D. A duty or non-duty disability retirement.

31.4: Death Proration. If an employee dies during the year, then his beneficiary shall receive at the time of death a prorated portion of the annual longevity payment based upon the number of months on the payroll from December 1st to the date of his death.

31.5: Amount of Longevity Payment The following longevity pay schedule shall be in effect through June 30, 1995:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 500
10 through 14 years	700
15 through 19 years	900
20 years and over	1,100

The following longevity pay schedule shall be effective July 1, 1995 for payment in December 1995:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 750
10 through 14 years	950
15 through 19 years	1,150
20 years and over	1,350

OPERATIVE BARGAINING UNIT

ARTICLE XXXI (continued)

31.5: (continued)

The following longevity pay schedule shall be effective July 1, 1996 for payment each December thereafter:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 1,000
10 through 14 years	1,200
15 through 19 years	1,400
20 years and over	1,600

ARTICLE XXXII MINIMUM REPORTING TIME

- 32.1: If an employee reports for work on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he/she shall be given a minimum credit of four (4) work hours.
- 32.2: Effective December 4, 1990 if an employee is called to work between two (2) and four (4) hours before the regular starting time, then the employee shall be credited with the minimum four (4) work hours. If an employee is called to work less than two (2) hours before the regular starting time, it shall be considered overtime hours.

ARTICLE XXXIII TRANSPORTATION ALLOWANCE

- 33.1: Meter Readers in the Water Division shall be paid a transportation allowance of Three Dollars (\$3.00) per work day effective July 1, 1994.

ARTICLE XXXIV MILEAGE ALLOWANCE

- 34.1: Any employee in this unit except Meter Readers who receive a transportation allowance under Article XXXIII, shall receive the City's standard mileage allowance when using a personal car for City business.

OPERATIVE BARGAINING UNIT

ARTICLE XXXV RETIREMENT BENEFITS

- 35.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 22 (General Employees Retirement System) of the former City Charter with revisions as adopted by City Ordinances.
- 35.2: The General Employees Retirement Plan shall be further amended to provide that any operative unit employee who is receiving benefits under the provisions of the Worker's Compensation Act, and then is retired under any condition except duty disability and receives an annuity under the provision of the retirement system, or any employee who is retired and subsequently files a claim under the provisions of the Worker's Compensation Act, then any amount received after date of retirement shall be off-set dollar for dollar against the employee's retirement annuity to the fullest extent permitted by State Law.

ARTICLE XXXVI LAYOFF AND RECALL

- 36.1: Layoff - Defined. A "layoff" is defined to be the separation of an employee from the service of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of the employees.
- 36.2: Notice of Layoff. In every case of layoff the appointing authority shall give the employee a written notice fourteen (14) calendar days before the effective date of the layoff setting forth the reasons for such action and shall file a copy thereof with the Personnel Director and the Union.
- 36.3: Order of Layoff. All layoffs shall be made in the inverse order of the length of the employee's bargaining unit seniority as may be adjusted by provisions affecting seniority set forth in the Seniority Article of this Agreement.
- 36.4: Layoff Procedure.
- A. All seasonal, part-time, and temporary employees except Camp Dearborn seasonal employees, who are working with and/or assigned operative unit type tasks in the following departments or divisions shall be laid off first: Highways, Parks, Central Garage, Water, Health, Communications, Building Services, Sewerage Plant or Power House. The Housing Department shall continue to utilize seasonal and part-time employees who will continue to work only in Housing as long as the City maintains its current practice of assigning two (2) full-time bargaining unit employees in each of the five (5) senior citizen residences.
 - B. All newly hired probationary employees shall be laid off next, except that the City has the right to exclude those hired for positions requiring trade licenses.
 - C. In the event of a reduction, an employee shall first exercise bumping rights according to his bargaining unit seniority in the occupational group as defined in Appendix A. Any employee displaced by bumping shall be allowed to exercise his bumping rights.

OPERATIVE BARGAINING UNIT

ARTICLE XXXVI (continued)

36.4: (continued)

- D. An employee who has higher seniority than another employee in a lesser classification having similar duties or qualifications, and coming within the same occupational group, shall be entitled to the position in the lesser classification over the one with lesser seniority.
- E. If there is no position in the occupational group in which the employee has seniority to bump, he may return to any former position that his seniority entitles him and for which he had qualified by completion of a probationary period.
- F. If an employee does not have sufficient seniority to obtain a position by the above methods, he shall then be allowed to displace any lesser seniority employee in the classifications equal to or lesser than Driver/Laborer.
- G. All Camp Dearborn employees will only be able to exercise seniority rights in the classification specifically established for the Camp Dearborn operation.
- H. Prior to layoff, the City and Union shall meet to discuss alternatives to layoff.

36.5: Establishment of Layoff Recall Lists. The names of persons holding permanent positions in the bargaining unit, who are laid off, shall be placed on an appropriate layoff recall list, in the order of their bargaining unit seniority, highest seniority being first, and for a period not to exceed three (3) years.

36.6: Re-employment in the same department or in another department shall be according to the laid off employee's standing on the Layoff Recall List. A satisfactory medical examination by the City Physician must be passed before return to work if the layoff was for a period in excess of six (6) months.

36.7: Hiring During Layoff. No new employee will be hired into this bargaining unit as long as there are names on a layoff recall list who have held or could pass a qualifying examination to fill the vacancy. Vacancies requiring trade licenses may be excepted from this provision by the City.

36.8: Promotion During Layoff. Individuals who are on the layoff recall list shall be deemed eligible to apply and compete for promotional vacancies.

36.9: Transfer During Layoff. As long as there are names on a layoff recall list who have held or could pass a qualifying examination to fill a vacancy, no employee will be transferred into the bargaining unit who has no bargaining unit seniority or less bargaining unit seniority than individuals who are on the layoff recall list.

ARTICLE XXXVII
LEAVES OF ABSENCE WITH PAY

- 37.1: Funeral Leave. An employee shall be allowed funeral leave up to four (4) work days for the purpose of attending a funeral. Such time off shall be restricted to death in the employee's immediate family, which would mean spouse or children, parents and grandparents, brothers or sisters, spouse's parents and grandparents and brothers or sisters. An employee shall be allowed one (1) day to attend the funeral of his grandchildren if the funeral is on a scheduled work day. Where it is justified in the discretion of the appointing authority and with the approval of the Civil Service Commission, additional time, or other cases of leave for funeral, may be granted. The department head shall require appropriate documentation. Funeral leave will not be charged to any other paid leave.
- 37.2: Personal Business Days. Employees in the operative unit, upon completion of their probationary period shall be entitled to two (2) personal business days for each fiscal year. Such personal leave may be taken off in half-day segments, and shall not be charged against any other paid leave. Personal leave days may not be used with a holiday or vacation day. It is further provided that such personal business days must be taken off during each fiscal period and cannot be carried over to the next fiscal period.
- 37.3: Jury Duty Pay. Whenever an employee has been employed in a permanent position for a twelve (12) month period and is called for Jury Duty before any Court entitled to impanel a jury, he may be granted one-half (1/2) day Leave with Pay for initial appearance before the Jury Commission, and an additional Leave with Pay for a period of thirty (30) calendar days subject to the following conditions:
- A. An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his basic daily rate of pay.
 - B. The employee must furnish his appointing authority with adequate proof that he has reported for Jury Duty before a Court entitled to impanel a jury.
 - C. Jury Duty shall be considered as time worked.
- 37.4: Civil Service Examination. Every employee shall be granted time off with pay to participate in promotional or original entrance examinations if scheduled by the Personnel Department during the employee's scheduled work hours.
- 37.5: Armed Forces Reserves. With the approval of the appointing authority and the Personnel Director, an employee who is a member of the Michigan National Guard, or any other Federally recognized reserve component of the Armed Forces, may be granted Leave with Pay for a period covered by ten (10) work days subject to the following conditions:
- A. The amount of compensation due the employee from the City shall be the difference between his regular salary for the ten (10) work day period, and the amount paid to him by the Government for a like period provided, however, that any sums representing allowances shall be excluded from the computation.

OPERATIVE BARGAINING UNIT

ARTICLE XXXVII (continued)

37.5: (continued)

- B. Such leave may be granted only once in any twelve (12) month period.
- C. This leave will apply only to permanent employees who have served at least ninety (90) days.

37.6: Michigan National Guard. Upon the recommendation of the appointing authority and the approval of the Civil Service Commission, an employee who is called to duty as a member of the Michigan National Guard because of an emergency existing in the State, may be considered for remuneration that would be the difference between his normal compensation and the compensation paid to him by the Michigan National Guard while in the activated unit.

37.7: Conferences. Employees may be granted a leave with pay by the appointing authority with the approval of the Personnel Director, for a period up to five (5) calendar days in cases where the reason is such that the time off involves the welfare of the City of Dearborn, and may be for the purpose of attending trade or professional conferences that would be in relation to the employee's work, or the time off may be granted where the request is not for more than four (4) accredited delegates to attend a veterans' or labor convention. Leave requests beyond the above provisions shall be requested by the appointing authority and submitted to the Civil Service Commission for approval.

ARTICLE XXXVIII LEAVES OF ABSENCE WITHOUT PAY

38.1: Leaves Less than Thirty (30) Days. Any employee may be granted a leave of absence without compensation upon the recommendation of the appointing authority and approval of the Personnel Director, for reasons that would be sufficient to justify granting of such leave among which would be:

- A. Induction or enlistment into the armed forces during the time of war for the duration of such service.
- B. Physical disability.
- C. Appointment to a position in the unclassified service for the full period of such appointment.
- D. For the purpose of continued education in a related field to his employment.
- E. For personal reasons in which the total time involved would be for less than thirty (30) days.
- F. Conferences.

OPERATIVE BARGAINING UNIT

ARTICLE XXXVIII (continued)

38.2: Leaves in Excess of Thirty (30) Days. Any employee may be granted a leave of absence for other reasons or a greater period of time upon the approval of the appointing authority and the Civil Service Commission.

38.3: Regulations Regarding Leaves Without Pay.

- A. Any employee returning from a leave granted to enter the armed forces shall apply for restoration to his former position within ninety (90) days after his honorable discharge.
- B. Any uncompleted training period shall be completed upon return from a leave as herein granted.
- C. An employee may be required to submit to such physical examination as may be deemed necessary to determine physical fitness to resume former duties if reemployment is not within ninety (90) days.
- D. An employee granted a leave of absence hereunder shall be restored to his position on the expiration of the leave. An employee who requests to return early from a leave of absence must receive approval to do so from the appointing authority.
- E. If the position of an employee granted a leave hereunder has been abolished, his right shall be determined in accordance with the provisions of the Layoff and Recall Article of this Agreement.
- F. Any employee still serving a probationary period, who has been granted a leave of absence, shall have the length of his probationary period extended for the period of the leave of absence, but not for a period that would be greater than the length of the probationary period.

ARTICLE XXXIX ABSENCE WITHOUT LEAVE

39.1: Any employee who is absent from duty for three (3) consecutive work days, other than for previously approved Vacation or Sick Leave, without a specific grant of leave of absence shall be deemed to have resigned from the City service and to have vacated his position. Any such absence shall be without pay unless otherwise approved by a subsequent leave of absence. The failure of an employee to report at the expiration of a leave of absence shall be deemed an Absence Without Leave.

ARTICLE XL MISCELLANEOUS

40.1: The City will provide the Union a seniority list which shall include the names and the seniority dates (City and Bargaining Unit seniority) of all employees in this bargaining unit every six (6) months.

OPERATIVE BARGAINING UNIT

ARTICLE XL (continued)

- 40.2: If the employee is employed in a permanent position and is a Dearborn resident, and the City requires him to perform duties at Camp Dearborn, then the City will provide transportation to and from the job site. If the City recruits a Dearborn resident for permanent Camp Dearborn work, the employee must provide his own transportation.
- 40.3: In the event of a severe change in the City's financial condition, parties to this Agreement will meet and confer with reference to the provisions of Article XXXVI, Layoff and Recall, as it relates only to Camp Dearborn operations.
- 40.4: The City will allow time for wash-up before lunch and before quitting time and suitable sanitary facilities will be provided.
- 40.5: There shall be two (2) fifteen (15) minute coffee breaks, one (1) in the morning and one (1) in the afternoon, and they shall be permitted at a time in accordance with the department or division rules.
- 40.6: An employee shall not have monetary fines imposed upon him because of loss or damage to equipment. In the event the employee was negligent, he will be subject to disciplinary action at the discretion of the department head.
- 40.7: Supervisors may not perform work of this bargaining unit except for the purpose of training, instruction, experimentation or in the case of emergency.
- 40.8: The employer shall continue to provide sanitary supplies and facilities and safety equipment at no less than the standard in effect at the time of the signing of this agreement as referred to in Article XV Safety and Article XVI Equipment and Work Clothes.
- 40.9: Protective Devices The City will provide all protective clothing and/or equipment required to protect a member of the bargaining unit, who, through the course of their employment, will come into contact with any communicable/contagious disease.
- 40.10: Sexual Harassment The parties agree that sexual harassment is in no way condoned in this employment environment.
- If a member feels that they have been the recipient of sexual harassment, they should immediately notify their steward and a grievance may be filed commencing at Step 4 of the grievance procedure.
- 40.11: Employees of the Operative bargaining unit to receive free automobile passes to Camp Dearborn each year.
- 40.12: Employees of the Operative bargaining unit to receive free swimming pool passes effective Summer of 1991, for self and family (including spouse and eligible children) in accordance with the guidelines set forth by the Recreation Department.

ARTICLE XL (continued)

- 40.13: The City reserves the right to implement and administer all matters relating to the Omnibus Transportation Employee Testing Act of 1991, including its alcohol and drug testing provisions. All subject to negotiations.
- 40.14: Commercial Driver Licenses: Effective July 1, 1994, renewal fees for required licenses will be paid for by the City.

**ARTICLE XLI
NO STRIKE OR LOCKOUT**

- 41.1: During the period of this Agreement there shall be no strikes, stoppages, slowdowns or other interference with the operations of the City (all of which are hereinafter referred to as "strikes"). The foregoing shall include any prohibited actions which are for the purpose of showing sympathy or support to any other organization or cause.
- 41.2: No officer or representative of the Union shall authorize, instigate, participate, aid or condone any strikes, and no employee shall participate in any strike. Officers or representatives of the Union shall be subject to discipline up to and including discharge for violation of the above.
- 41.3: There shall be no lockouts during the term of this Agreement.
- 41.4: The City shall be under no obligation to bargain with the Union concerning employees who are on strike, or concerning the subject of any strike so long as the strike continues.
- 41.5: The City may discipline up to and including discharge, any employees who engage in a strike.

**ARTICLE XLII
RESIDENCY**

- 42.1: Effective July 1, 1988 employees covered by this agreement shall be required to maintain residence within a twenty-five (25) mile radius of the Dearborn City Hall.

**ARTICLE XLIII
CIVIL SERVICE RULES**

- 43.1: The Civil Service Rules applicable to Operative Unit employees are made a part of this contract by reference. Those rules applicable to the Operative Unit shall not be changed except by mutual agreement of the Union and the Civil Service Commission.
- 43.2: The statements as herein set forth shall not be interpreted to mean that it conditions or abrogates the rights reserved to management under the terms of this Agreement.
- 43.3: If there is any conflict between the provisions of this Agreement and the Civil Service Rules, the contractual Agreement will take precedence.

OPERATIVE BARGAINING UNIT

ARTICLE XLIV
SAVINGS CLAUSE

- 44.1: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 44.2: Insofar as provisions of this Agreement shall conflict with any Rule, Ordinance or Resolution of the City, appropriate City amendatory or other action shall be taken to render such Rule, Ordinance or Resolution compatible with this Agreement, subsequent to the approval and execution of this Agreement.

ARTICLE XLV
WAIVER CLAUSE

- 45.1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.
- 45.2: Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 45.3: The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement

OPERATIVE BARGAINING UNIT

ARTICLE XLVI
DURATION

46.1: This Agreement will become effective upon the Union presenting to the City evidence of ratification, and followed by adoption by the Civil Service Commission and confirmation of the City Council.

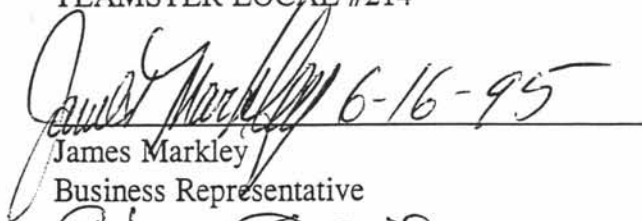
46.2: Said Agreement shall be in full force and effect up to and including June 30, 1997.

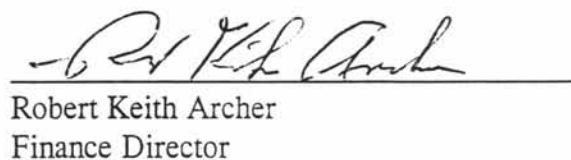
FOR:

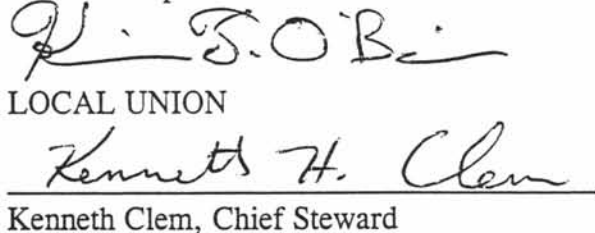
FOR:

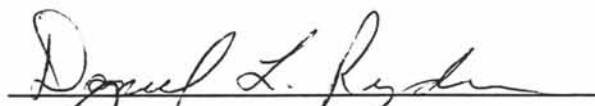
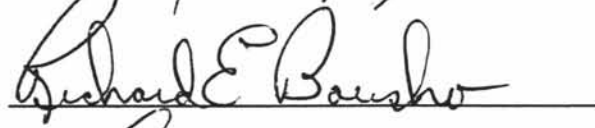

TEAMSTER LOCAL #214

CITY OF DEARBORN, A MICHIGAN
MUNICIPAL CORPORATION

 6-16-95
James Markley
Business Representative


Robert Keith Archer
Finance Director


LOCAL UNION
Kenneth Clem, Chief Steward

THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO. 4666-95 ADOPTED
APRIL 7, 1995 AND COUNCIL RESOLUTION NO. 4-300-95 ADOPTED
APRIL 18, 1995

OPERATIVE BARGAINING UNIT

OCCUPATIONAL GROUPS TO BE USED FOR LAYOFF AND RECALL

BUILDING SERVICES DIVISION

Carpenter
Museum Maintenance Worker
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Electrician
Building Services Mechanic
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Heating Equipment & Control Mechanic
Building Services Mechanic
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Painter II
Painter I
Museum Maintenance Worker
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Refrigeration Mechanic II
Refrigeration Mechanic I
Building Services Maintenance Mechanic
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Plumber
Plumbing Mechanic
Building Services Maintenance Mechanic
Plumbing Maintenance Worker
Building Services Maintenance Worker
Driver/Laborer

BUILDING SERVICES DIVISION

Mason
Building Services Maintenance Mechanic
Driver/Laborer

BUILDING SERVICES DIVISION

Welder/Fabricator
Building Services Maintenance Worker

SEWERAGE DIVISION

Sewerage Maintenance Mechanic
Equipment Operator I
Sewerage Laborer III
Laborer II/Truck Driver
Driver/Laborer

CENTRAL GARAGE

Auto Stockman II
Auto Stockman I
Auto Serviceman

CENTRAL GARAGE

Certified Auto Mechanic
Lead Auto Mechanic
Auto Mechanic
Auto Serviceman

CENTRAL GARAGE

Tire Serviceman
Auto Serviceman

HIGHWAYS DIVISION

Highways Maintenance Mechanic
Highways Laborer III
Driver Laborer

HIGHWAYS DIVISION

Highways Maintenance Mechanic
Equipment Operator II
Equipment Operator I
Highways Laborer III
Driver/Laborer

WATER DIVISION

Water Maintenance Construction Worker
Water Maintenance Worker
Driver/Laborer

WATER DIVISION

Water Meter Repairman II
Water Maintenance Mechanic
Water Stockman
Water Meter Repairman I
Water Maintenance Worker

"APPENDIX B"
MEMO OF UNDERSTANDING

Study Committee: Job Evaluation

A committee will be formed to review upgrading of classifications. Where there is an agreement between parties, recommendations shall be submitted to the Civil Service Commission. Where there is no agreement, the Union may present the problem to the Civil Service Commission. The Commission shall have final authority. The study committee may be formed sixty (60) days after the effective date of the contract upon written request by the Union including the names of the two (2) Union representatives on the Committee.

MEMORANDUM OF UNDERSTANDING

TO: Teamsters Local #214
(Operative Bargaining Unit)

FROM: Personnel Director (Chief Negotiator)

RE: Lateral Transfer of Driver/Laborer

During the course of our recent negotiations it was agreed and understood that Driver/Laborers who wished to make a lateral transfer to another division, may express such desire in writing.

Any employee desiring such transfer shall file a written request with the Personnel Department (Civil Service) and addressed to the attention of the Personnel Director.

It is understood and agreed that the City will make a good faith effort to evaluate such request for transfer, however, this is not a contractual right of the individual.

FOR THE CITY OF DEARBORN

Richard F. Cox
Personnel Director

Memo of Understanding

between

Operative Unit and the City of Dearborn

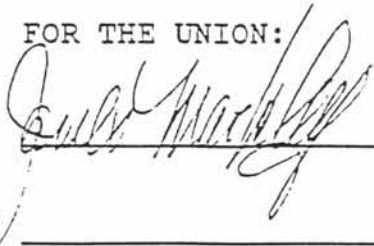
During the bargaining process in February of 1994, a misconception originated concerning a proposed pension change. It was believed that a member, otherwise qualified (55 years of age - 25 years of service) could withdraw pension contributions without penalty any time before retirement. The actual negotiated amendment to the plan will be effective July 1, 1994 and requires that withdrawal be made within 60 days of retirement.

The Chief Negotiator has concluded that 17 individuals withdrew their contributions during and subsequent to February 1994 in good faith reliance on this misunderstanding and should be made whole. Those individuals who withdrew their money will be able to make a one-time decision at retirement: pay into the pension system, that interest which would have accrued had the contributions remained on deposit. This interest will be calculated based upon the amount withdrawn at 7% compounded to the actual date of retirement. If that amount is paid into the fund, there will be no reduction in annuity. If the member decides not to reimburse the fund, there will be the usual reduction in the annuity.

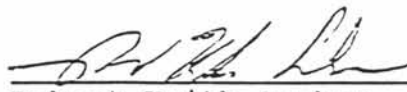
Additionally, there is a perception of inequity regarding the nine employees who withdrew contributions from July 1, 1993 through February of 1994. Had they known of the impending change, they would not have made the withdrawal. Inasmuch as they all have more than twenty-five years of service to the City and are all 55 years of age or older, the Chief Negotiator hereby agrees to treat those employees as referenced in paragraph 2 above.

In the future, any individual withdrawing accumulated contributions from the pension fund more than 60 days prior to retirement will have his or her annuity reduced according to the formula.

FOR THE UNION:



FOR THE CITY:



Robert Keith Archer,
Chief Labor Negotiator

Date: 4-11-95

MEMORANDUM OF UNDERSTANDING
1995 HOLIDAY EXCHANGE

The parties agree to the current year exchange of the designated Holiday, Veterans' Day which falls on Saturday, November 11, 1995 for time off with pay on Monday, July 3, 1995.

FOR THE UNION:

Paul Murphy 3-29-95
K. S. O'R.

FOR THE CITY:

[Signature]

Date: 3-29-95

MEMORANDUM OF UNDERSTANDING

To: Teamsters Local 214 (Operative Unit)
From: Chief Labor Negotiator
Re: Reimbursements for Required Licensing

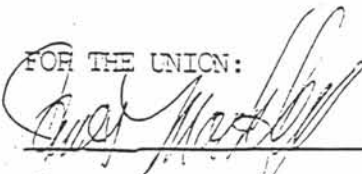
The City of Dearborn agrees to reimburse Operative Unit (Teamsters Local 214) employees for direct fees to renew licenses and certificates that the City requires the employee to maintain as part of their current job classification.

Employees seeking such reimbursement must present appropriate evidence to the City showing that they incurred costs for the required licenses or certificates.

This reimbursement policy shall apply to all direct fees for renewals of required licenses or certificates, with the exception of an employee's basic, non-commercial driver's license.

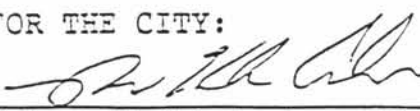
This Memorandum of Understanding shall remain in effect only for the period coinciding with the Agreement between the City of Dearborn and Operative Unit that begins on July 1, 1994.

FOR THE UNION:



9K B.O.B.

FOR THE CITY:



Robert Keith Archer, Ph. D.
Chief Labor Negotiator

DATED:

5-29-95

MEMORANDUM OF UNDERSTANDING
CHIEF STEWARD UNION BUSINESS DAYS

The Operative Unit Chief Steward shall be allowed to work on Union business for one eight-hour day per work week, with the following conditions:

The day of the week selected for Union business shall be mutually agreeable to the Director of Public Works and the Operative Unit Chief Steward.

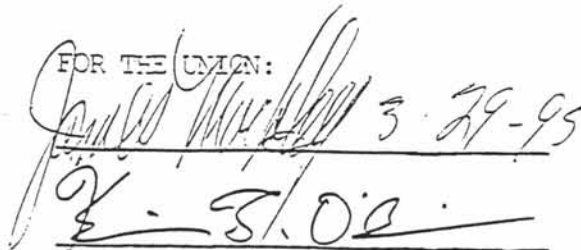
On the scheduled Union business day, the Chief Steward shall punch in at the usual reporting time and place for City work, and shall check in with his supervisor prior to leaving the premises to conduct Union business.

The Supervisor may require that the Chief Steward perform City work on scheduled Union business days, or parts thereof, if such work is necessary due to emergencies, shortage of personnel, or other exigencies. Supervisors are expected to provide as much advance notice to the Chief Steward as is practical, regarding City work that is required on Union business days.

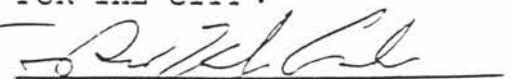
This Memorandum of Understanding shall remain in effect for the period coinciding with the Agreement between the City of Dearborn and Operative Unit that begins on July 1994.

If the current Director of the Department of Public Works or the current Chief Operative Unit Steward is replaced by another individual, the practice set forth in this memorandum may be discontinued at the option of either party.

FOR THE UNION:


3-29-95
K. S. O. B.

FOR THE CITY:


Robert Keith Archer, Ph.D.
Chief Labor Negotiator

DATED:

3-29-95

MEMO OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL 214 REPRESENTING THE
OPERATIVE UNIT AND THE CITY OF DEARBORN

The parties have agreed to a non-precedential resolution of the grievance and request for arbitration filed by the union on behalf of Vincent Hall as set forth below:

the suspension dated December 15, 1995 shall be reduced from two and one half (2-1/2) to one and one half (1-1/2) days, and

the charge of sexual harrassment shall be withdrawn.

In consideration of the above agreement the union will withdraw with prejudice its request for arbitration dated March 7, 1996 and deem as fully and finally resolved all matters related to the suspension issued on December 15, 1995.

FOR THE UNION:

FOR THE CITY:

Arbitration Department

Valerie Murphy

Janet Markley

Date

1-19-96



