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AGREEMENT

CITY OF WAYNE

-and-

METROPOLITAN COUNCIL 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
and its LOCAL UNION NO. 290
and its WAYNE CHAPTER

RECREATION UNIT

Wayne, City of

November 15, 1988 - June 30, 1991

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AGREEMENT

THIS AGREEMENT entered into on this 15th day of November, 1988, between the City of Wayne, hereinafter referred to as the "City" and Metropolitan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, and its affiliate Local Union No. 290, and its Wayne Chapter, hereinafter collectively referred to as the "Union".

PREAMBLE

WHEREAS, the general purpose of this Agreement is to set forth the terms and conditions of employment;

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public; and

WHEREAS, the City, the City Manager, and the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with Michigan Public Act 379, MPA of 1965.

Note: The headings used in this Agreement and the exhibits neither add to, or subtract from, the meaning, but are for reference only.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION 1. The City hereby recognizes the Union as the exclusive bargaining agent to the extent required under Act 379 of the Public Acts of 1965, as amended, for a unit consisting of all full-time and regular part-time unrepresented operational personnel of the City of Wayne, including utility maintenance employees, receptionists, building attendants, home chore workers, and therapeutic leaders employed in the Parks and Recreation Department, maintenance leader/public housing, maintenance employees in the police department, building inspector, plumbing/heating inspector, engineering inspector, ordinance officer, ~~metermen~~, ^{meterpers} and animal control officer; but excluding office clerical employees, contractual, seasonal and volunteer employees, supervisors ^{B.P.} and all other employees. _{7/85}

SECTION 2. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section 1.

SECTION 3. The City agrees not to negotiate with any other organization other than the Union with respect to the employees in the unit defined in Section 1 for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

ARTICLE II - EMPLOYEE SECURITY

SECTION 1. All employees shall be free to join or not join the Union. Membership in the Union is not required for employment.

SECTION 2. For the period of this Agreement, any employee may have deducted from his pay the periodic dues uniformly required as a condition of retaining Union membership by executing a written order to do so on the form set forth below. During the term of this Agreement, the City agrees to make such dues deduction from the first payroll each month, provided, the Union's Authorization Check-Off of Dues Form has been received by the City 10 working days before such dues are to be deducted.

Authorization of Check-Off of Dues

To: City of Wayne

Date: _____

I (employee's name), hereby authorize the City of Wayne to deduct \$_____ from my regular paycheck for membership dues in accordance with the Collective Bargaining Agreement entered into on the 15th day of November, 1988, with the Council 23, AFSCME, AFL-CIO, and Local Union No. 290, City of Wayne Chapter.

SECTION 3. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the City for purposes of complying with the provisions of this Article.

SECTION 4. It is agreed that no non-employee Union official shall have access to or enter the City's premises without permission of the City Manager, or his designees provided permission shall not be arbitrarily denied and provided further this

provision shall not apply to special conferences or Level III grievance hearings as provided for in the Agreement.

SECTION 5. Each seniority employee, who on the date this Agreement is ratified by both parties, is a member of the Union and each employee who becomes a member after said date, as a condition of employment, shall maintain his membership in the Union to the effect of tendering the regular, periodic dues uniformly required for membership, provided, however, an employee shall be able to withdraw his membership in the Union by filing a written withdrawal request in a thirty (30) day period prior to the expiration of this Agreement.

Any present or future employee who is not a member of the Union as of the date of this Agreement is ratified by both parties and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge in an amount equal to the regular periodic monthly dues uniformly required for membership.

In the event any employee shall fail to either join the Union or pay the service charge sum as provided above, and/or in the event said Union dues or service charge remains unpaid for a period of Sixty (60) days following the date the same is due, the Union shall notify the City Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of notification, the City shall discontinue the services of said employee.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) the construction of new facilities or the improvement of existing

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facilities; (d) to determine the number, location, and type of facilities and installation; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign, transfer, promote, and layoff employees; (g) to direct the workforce, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification, all subject to the provisions of ~~Article XIII~~, New or Changed Jobs; (i) to establish work schedules; (j) to discipline and discharge employees for cause; (k) to carry out cost and general improvement programs; (l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

SECTION 2. Nothing contained herein shall be considered to deny or restrict the City of its rights responsibilities, and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the City.

SECTION 3. It is understood that the rights, powers, authority, duties and responsibilities provided in Sections 1 and 2 are limited by the express provisions of this Agreement.

ARTICLE IV - SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters, including matters involving health and safety. Such meetings are to be arranged between the steward and the Department Head or his designated representative. Such meetings shall be between representatives of the City and two employee representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Such meetings should be scheduled during the normal business hours of the City unless otherwise agreed. Such a meeting shall be attended by a representative of Council 25 or a representative of the International Union.

ARTICLE V - BULLETIN BOARD

SECTION 1. The City shall allow the Union to use one (1) bulletin board for posting notices set forth in Section 2 below, except that additional notices may be posted with permission of the City.

SECTION 2. Notices shall be restricted to the following types:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments, and results of Union elections pertaining to employees within this unit.
- C. Notices of Union meetings and educational classes.

SECTION 3. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever or for advertising.

ARTICLE VI - REPRESENTATION

SECTION 1. The City recognizes the right of its employees to be represented by a steward or alternate for the purpose of handling contract grievances who shall be a regular employee of the City with at least one year seniority.

SECTION 2. Grievances shall be handled at Step 1 of the Grievance Procedure by the Department Head scheduling a meeting.

Grievances shall be reduced to writing at Step 2 during non-working hours.

The meeting at Step 3 shall be scheduled during non-working hours.

SECTION 3. All necessary time lost by employees and/or the Union Steward during the regular, straight-time shift, because of grievance processing in accordance with the Grievance Procedure and this Article, shall be paid for by the City at the employee's regular, straight-time hourly rate. It is understood that this

Department Head in Step One. The grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this contract alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the relief requested. The Department Head shall give his answer in writing within five (5) work days after receipt of the grievance, with a copy to the Steward.

Step Three. If a satisfactory adjustment is not made of the grievance in Step Two, it may, within two (2) working days, be referred by the Union to the City Manager. The Manager and/or his designated representative (s) shall meet with the aggrieved employee, the Chief Steward and Alternate Steward, and/or an outside representative of the Union within ten (10) working days after receipt of the appeal. The City Manager shall give an answer in writing within ten (10) days after meeting with the representative of the Union.

SECTION 2. All grievances must be filed in writing with the Department Head within fifteen (15) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not advanced to the next Step by that employee or the Union within the time limit in that Step, or if no time limit is specified within two (2) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in the Article, the grievance may be referred to the next step of the Grievance Procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

SECTION 3. The City shall not be required to pay back wages in excess of ten (10) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any other compensation that he may have received from any source during the period of the backpay. Such employee shall have the burden of showing that he was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties. In the event of a group grievance, all employees aggrieved will be designated in the grievance, but all employees need not sign the grievance.

SECTION 4. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

SECTION 5. Any agreement reached between the Department and the Union representative is binding on all workers affected and cannot be changed by any individual, provided, however, in settling cases involving employee discharges or suspensions for more than ten (10) working days, such settlement shall be either agreed to by the employee involved or approved by the membership. All agreements reached shall be reduced in writing and signed by the City representative and the Union Steward.

SECTION 6. Working days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION 7. If an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the Grievance Procedure or Arbitration.

ARTICLE VIII - ARBITRATION

SECTION 1. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may, at its option, submit the grievance to arbitration by written notice delivered to the City Manager or his designee and the American Arbitration Association 30 calendar days after receipt of the City's answer in Step 3 or the Union may submit the grievance to the City Council by written notice delivered to the City Manager or his designee within said 30-day period. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved and the relief requested. If no such notice is given within the 30-day period, the City's answer shall be final and binding on the Union, the employee, or employee's involved, and the City.

SECTION 2. If the Union submits the grievance to the Council, the Council or designated member of the Council shall within thirty (30) working days investigate the grievance including giving the aggrieved employee and/or the Union a reasonable opportunity to be heard, said hearing shall not be open to the public in accordance with the Open Meeting Act, Act 267 of PA 1978 as amended. The Council shall render its decision in writing within thirty (30) working days after holding the hearing on the appeal. A copy of the Council's decision shall be delivered to the employee involved, to the Union representative and to the City

Manager. The decision of the Council shall be final and binding on the Union, the City, the employee or employees involved.

SECTION 3. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section 1 of this Article. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

SECTION 4. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in writing, setting forth his findings and conclusions in a case of an alleged violation of a specific Article and Section of this Agreement.

SECTION 5. Powers of the Arbitrator. The Arbitrator shall have no power to add to, or subtract from, alter, or modify, any of the terms of this Agreement. He shall have no power to establish wage scales or change any wage. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

1. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

SECTION 6. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by the Agreement, shall be final and binding upon the Union, the City, the employee or employees involved. The Union shall discourage any attempt its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION 7. Each party shall pay its own costs of processing grievances through the arbitration procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities, and the expenses of the arbitration, if any, shall be shared by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Each party will pay for the costs of any transcript it orders and if the arbitrator requests a copy of

the transcript, the cost of said transcript will be considered part of the arbitrator's expenses and will be shared by the parties.

SECTION 8. Work days for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

ARTICLE IX - DISCIPLINE AND DISCHARGE

SECTION 1. The City may adopt, revise and enforce reasonable rules and regulations with a copy to each employee not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the bargaining unit employees, provided, however, all new or amended rules will be posted five (5) working days prior to their effective date.

SECTION 2. All disciplinary action of seniority employees shall be for just cause.

SECTION 3. In the event a seniority employee is suspended or discharged, the City shall notify the steward of the action.

SECTION 4. Should a seniority employee consider his discharge or suspension to be improper, he shall file a written grievance at Step Two of the Grievance Procedure within three (3) working days and a Step Three meeting will be held within five (5) working days thereafter.

SECTION 5. A seniority employee discharged or suspended shall, except in unusual circumstances, upon his request, be allowed to discuss the discharge or suspension with his steward before he is required to leave the premises.

ARTICLE X - LENGTH OF SERVICE

SECTION 1. It is understood that employees are subject to a probationary period of six months, except in the case of those inspectors in the Building Department, who shall serve a one-year probationary period, during which time the City shall have the sole right to discharge, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of their last permanent date of hire.

SECTION 2. Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days hereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every six (6) months upon written request. In no event shall the City be required to pay back pay by reason of the correction of an error on such list.

SECTION 3. An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of one (1) year or length of his seniority, whichever is less.
- D. Fails to report for work within ten (10) work days following recall from layoff.
- E. Is absent without a reasonable excuse to the City for three (3) consecutive working days and without notice to the City of such excuse within the three (3) days.
- F. Fails to return from a leave of absence at the designated time.
- G. Mandatory retirement at age seventy (70), unless extended from year to year by the City, or unless this provision becomes invalidated by operation of law as provided in Article XXIII.

SECTION 4. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

SECTION 5. An employee who is transferred to a position outside the bargaining unit shall retain and accumulate his/her seniority. This clause shall not be construed to limit the City's

right to terminate an employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE XI - REPORTING PROCEDURES

Employees shall give prior notice to their immediate supervisor whenever they expect to report late or to absent themselves from work in accordance with the requirements established from time to time by their respective department. A change in reporting procedure requirements shall be posted on the bulletin board for five (5) work days before becoming effective. Such notice shall include the reason for their absence, together with their expected date of return. Failure to comply with his Section may result in disciplinary action.

ARTICLE XII - LAYOFF AND RECALL

SECTION 1. Employees shall be laid off or recalled by the City in the following manner:

- A. First, temporary employees in the affected classification.
- B. Second, probationary employees in the affected classification.
- C. Third, seniority employees within the affected classification will be laid off according to their length of service with the City, the work to be performed and the ability of the remaining employees to do it.

SECTION 2. Recall from layoff shall be in reverse order of layoff providing the employee can do the work required. Upon recall, an employee may be required to take a physical examination by a City designated doctor if said employee has been on layoff for a period of Thirty (30) days or more. Notice of recall shall be sent to the employee at his last known address by registered or certified mail or telegram.

SECTION 3. Temporary adjustments of the workforce due to such things as emergencies, material shortages, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the City may be made without application to the above provisions. If such temporary adjustment continues for

more than five (5) working days, the Union may request the City to adjust the workforce according to the above sections and the City shall do so within two (2) working days thereafter.

ARTICLE XIII -
SUBCONTRACTING/SUPERVISORS WORKING

SECTION A. While the right of contracting, subcontracting, and/or transferring work is vested in the City, it is agreed that before the City permanently removes bargaining-unit work regularly and normally performed by members of the bargaining unit which will result in the layoff of a member of the bargaining unit (either through contracting or transferring work out of the unit), the City will notify the Union in writing. It is understood that the notification and meeting procedures do not apply to programs being funded by outside sources. Upon written request from the Union filed within two (2) work days from the notification, the City will meet with the Union within two (2) work days of the request to discuss the matter in a special conference(s), it being understood that the City will not take any final action until after the special conference(s) has been concluded. While supervisor and/or non-bargaining unit personnel may continue to perform bargaining unit work, under normal circumstances supervisors will not perform bargaining unit work if it will result in the termination or layoff of employment of a seniority member of the bargaining unit except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

ARTICLE XIV - NEW OR CHANGED JOBS

When a job is placed in existence which cannot be properly placed in existing classification and rate structure, or a new classification is established, or an existing classification is changed or combines with another classification, to the extent that materially different skills and responsibilities are required, the Steward will be notified in writing. The City will, after written notice to the Steward, establish rates for the new classification, which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this period, the Union may request in writing, a meeting with the City to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within thirty (30) calendar days, the rate shall become permanent at the end of such period.

If a written request is filed and no agreement is reached on a rate within thirty (30) calendar days from the date of the request, the Union may file a written grievance at Step 3 of the Grievance Procedure within ten (10) calendar days following expiration of said thirty (30) calendar day period.

ARTICLE XV - HOURS OF WORK

SECTION 1. The City retains the right to schedule the work hours of its employees according to the needs of the City. The typical or normal work day for most regular full-time employees shall be seven and one-half (7-1/2) hours excluding a one (1) hour unpaid lunch. Nothing herein shall be construed as a guarantee of hours worked per day or per week or days worked per week. Furthermore, nothing herein shall limit the City's right to schedule work in excess of the normal workweek or the normal workday. Under normal circumstances, the City shall give five (5) days advance notice of a change in a full-time classified employee's normal hours of work.

SECTION 2. All full-time employees shall be scheduled with a fifteen (15) minute rest period the first half of the shift and a fifteen (15) minute rest period in the second half of the shift.

SECTION 3. All classified employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of their regularly scheduled workweek as defined by the City. All other employees shall be paid in accordance with applicable law.

All classified employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked on the sixth consecutive work day except when a regularly scheduled shift starts on the fifth day and continues into the sixth day.

All classified employees shall be paid double time (2) their regular straight time rate for all approved time worked on the seventh consecutive work day except when a regularly scheduled shift starts on the sixth day and continues into the seventh day.

SECTION 4. In allowance of an overtime premium on any hour excludes the hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payments.

SECTION 5. All time cards shall be computed in tenths of an hours.

SECTION 6. A full-time classified employee, unless otherwise notified by the City, who reports for work on his regularly assigned shift and is informed by the City that work is not available for such employee, shall receive not less than four (4) hours pay at his regular, straight time hourly rate, provided, however, that such employee shall be required to do any work assigned to him during said period. Notifications by the City not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes, fire, flood, civil disorder (including bomb threats), or other conditions beyond the control of the City.

SECTION 7. A full-time classified employee who works a paid holiday shall be paid two times his/her normal rate for the particular day in addition to applicable holiday pay.

SECTION 8. The City will attempt to assign overtime by dividing it among the employees in the classification and department affected who are qualified to perform the work. Any errors in distributing overtime shall be corrected by offering the employee in question the next available overtime assignment he/she is entitled to and is capable of performing. It is understood that the City has the right to arrange the hours of work to minimize overtime costs.

SECTION 9. A full-time employee specifically called back to work after leaving the premises following completion of his/her normal workday will receive a minimum of two (2) hours pay at time and one-half (1-1/2) his/her regular hourly rate except in cases of labor disputes.

ARTICLE XVI - LEAVE PRIVILEGES

SECTION 1. Sick Leave. Sick leave with pay shall be earned by regular, full-time classified seniority employees at the rate of one (1) day for each completed month of service. For purposes of this Section, an employee who works at least one day in the month (except an employee on disability leave) will be considered to have completed a month of service and qualify for a day of such leave. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or physical incapacity of the employee. A certificate from a reputable physician may be required as evidence of illness before compensation for the period of illness is allowed; provided, however, that upon notice of illness the department head may dispatch a physician approved by the City.

SECTION 2. If the City determines that a regular, full-time classified seniority employee has suffered an accident during the performance of his regular duties resulting in temporary physical disability to the extent that he is unable to resume his duties, he shall be entitled to his regular compensation until sufficiently recovered to perform his regular duties, provided that said period of convalescence shall not exceed twice the sick leave accumulation earned by said employee at the time of his accident, unless further payments are approved by the Personnel Board.

No employee will be entitled to Workers' Compensation insurance during periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation. Any workers' compensation insurance due to an employee shall be endorsed and paid to the City Treasurer and shall be credited to the proper funds of the City.

SECTION 3. Upon death of a full-time classified employee, or upon termination due to retirement or resignation of a full-time classified employee with 15 full years of service, said employee shall be paid 5/8th's of his/her accumulated sick leave.

SECTION 4. The City may require that employees submit to physical and medical tests and examinations by a City-appointed doctor when such tests are necessary to maintain employee health and safety, provided, however, that the City will pay the cost of such tests and examinations.

SECTION 5. The City may require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time for five (5) consecutive work days provided that the information requested is not made available to the City by the employee's doctor.

SECTION 6. Funeral Leave. Any regular, full-time classified seniority employee subject to this Agreement who, while actively working shall suffer death in his immediate family (as defined in the paragraph below), shall be granted a leave of absence with basic pay at the daily straight time rate for any regularly scheduled working days when he is required to be absent to discharge specific obligations placed upon him by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding three (3) working days. The City may require written application for such leave as well as proof of the death, relationship to the deceased, and/or proof of attendance at the funeral before making any payment under this Article. It is further understood that it is necessary that the

employee would have otherwise worked but for the funeral in order to be eligible for funeral leave.

Immediate family shall be construed to mean and include, spouse, children, father, mother, brother, sister, grandparents, grandchildren, and corresponding in-laws. If extra time is needed, he must get permission from his/her Department Head.

SECTION 7. Jury Duty. A regular, full-time classified employee with seniority who is called to and reports for jury duty shall be paid by the City for each day spent in performing jury duty if the employee otherwise would have been scheduled to work for the City and does not work and if the employee is paid by the Court his regular straight time daily rate, provided, however, the daily jury duty fee paid by the Court shall be endorsed and paid to the City Treasurer and shall be credited to the proper funds of the City. The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of one (1) month.

In order to receive payment under this Article, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment.

SECTION 8. Leaves of Absence Without Pay.

A. A seniority employee at the discretion of the City may be granted a leave of absence without pay and fringe benefits for up to six (6) months upon the written approval of the City Manager or his designee. Such leave may be extended upon written approval of the City Manager or his designee, for good cause acceptable to the City. An employee seeking an extension of his leave shall file a written request at least two weeks in advance of the expiration of the leave. An employee who seeks and/or obtains employment while on leave of absence or violates the above paragraph, shall be automatically terminated.

B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

C. The City will grant medical leaves of absence for personal illness or injury without pay and fringe benefits to employees with (1) or more years seniority upon written request and presentation of medical proof of illness or injury. Said leave shall commence upon the exhaustion of paid sick and vacation leave. The City reserves the right to require the employee to take a physical examination(s) by a City appointed doctor at City

expense periodically. An employee returning from sick leave will be returned to a position in line with his seniority providing he is able to fully perform the available work and he has been released to go to work by the City appointed doctor. A medical leave of absence shall not exceed the length of the employee's seniority at the time of the leave, or three (3) years, whichever is less.

D. All leaves shall be in writing signed by the City Manager or his designee and the employee. Employees on leave must report for work not later than the first work day following the expiration of their leave.

E. An employee who is elected to a full-time Union position or an employee selected as a delegate to a Union conference or convention shall be granted a leave of absence for one (1) year in the first instance without pay or fringe benefits, not to exceed two (2) weeks in the second instance without pay, provided no more than one employee is on each such leave at any one time and provided written application certifying the position appointed to and the duration of the leave is submitted by the Union at least 15 days prior to the requested effective date. The leave for a Union position shall be extended for additional period of one (1) year upon written request. Seniority shall accumulate during said leave. Upon return from said leave, the employee will be returned to a position in line with his seniority.

SECTION 9. Regular, full-time classified seniority employees with one (1) or more years of seniority shall be granted three (3) personal business days per fiscal year as provided herein.

1. Written application shall be made to the Department Head five (5) days in advance, if possible.
2. Use of personal business days shall be subject to the approval of the Department Head or his designated representative based on the needs of the department (work load, staffing, etc.) and the needs of the employee, provided, however, the department head's decision shall be subject to the Grievance Procedure, City Council as the final step.

ARTICLE XVII - HEALTH AND SAFETY

SECTION 1. The City shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment in accordance with applicable laws. Employees

shall utilize all protective devices and safety equipment provided by the City and observe all City safety rules.

SECTION 2. Grievances alleging a violation of this section are of immediate, serious affect to the health and safety of an employee may be taken up by the employee with his immediate supervisor during working hours. If the matter cannot be satisfactorily resolved, the supervisor shall contact the Department Head.

ARTICLE XVIII - NO-STRIKE CLAUSE

SECTION 1. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, slowdown, curtailment of work, restriction or production, or interference of the services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of the City operations or picket the City because of a labor dispute arising out of this Agreement.

SECTION 2. The City shall have the right to discipline or discharge any employee participating in any violation of this Article in accordance with Article IX. In addition to the foregoing, and any other remedies available at law, the City shall have the right in any event of violation of this Article, to obtain injunctive relief.

SECTION 3. Section 1 shall not be construed as restricting the Union's right to take lawful action in connection with negotiations for future collective bargaining agreements.

SECTION 4. The City agrees there shall be no lockout during the term of this Agreement provided this provision shall not apply in the event of a violation of Section 1 above.

ARTICLE XIX - WAGES

SECTION 1. Minimum wage rates are shown in Appendix A, attached to this agreement. It is understood that the designation of classifications and pay grades is not intended as designating job content or as restricting work assignments. It is further understood that the City shall, at time of employment, have the right to grant credit on the salary schedule for verified outside experience not to exceed the two-year level. The granting or not

granting of experience credit excluding the matter of verification, shall not be subject to the grievance procedure.

SECTION 2. Pay periods for the increase shown on Appendix A may be extended to compensate for absences in excess of ten (10) working days in any period, except in the case of approved leaves of absence for vacations, jury duty, and funeral leave. In the event an employee fails to progress satisfactorily, the City has the right to withhold an increase, provided, however, the employee shall be reviewed again in three (3) months. In the event the employee's progress is still unsatisfactory at the time of the three-month review, the City shall have the right to terminate said employee.

SECTION 3. All increases granted under this Article shall become effective on the beginning of the next payroll period.

SECTION 4. An employee promoted from one classification to another shall be placed on the next higher step to his/her own salary step for the new classification.

ARTICLE XX -
PTO ALLOWANCE FOR PART-TIME EMPLOYEES

SECTION 1. During the life of this Agreement, each regular, seniority part-time employee who, on and including, December 31st of each year, has been continuously employed as a part-time employee by the City for one or more years shall be granted a paid time-off allowance of two (2) days to be used in the following calendar year.

a. In order to use a PTO day, an employee shall make a written request to his/her department head at least five days in advance.

b. Use of PTO shall be subject to approval of the department head or his/her designee based on the needs of the department.

c. A PTO "day" shall be defined as the average number of hours an employee is regularly scheduled to work on a normal, daily basis.

SECTION 2. During the life of this Agreement, each regular, seniority part-time employee who has been continuously employed as a part-time employee by the City for one or more years and is on the active payroll shall also receive a paid time-off allowance day for Christmas Day and New Year's Day.

ARTICLE XXI - TEMPORARY EMPLOYEES

It is agreed and understood that the City shall continue to have the right to hire employees for temporary employment as defined by the Charter and Personnel Rules presently in effect and such employees shall not be subject to the terms and conditions of this agreement.

ARTICLE XXII - INSURANCE

SECTION 1. For the life of this Agreement, the City will continue to pay the premiums in effect upon the signing of this Agreement to provide Group Hospitalization Insurance and Group Dental Insurance for each regular, full-time classified employee and his eligible dependents (not otherwise covered by another medical hospitalization plan by the City or another employer) and Group Life and AD&D for regular full-time classified employees as summarized below subject to the provisions of this Article:

A. For employees only:

1. Life Insurance \$15,000
2. Accident Death
& Dismemberment \$15,000

Effective the beginning of the month 30 days following ratification, Life and AD&D shall be increased to \$20,000.

B. For employees and their eligible dependents:

1. Hospitalization, Medical and Surgical Benefits consisting of the CMM 100 Program (i.e., a front-end deductible of \$100 per person, \$200 per family with 80-20 co-pay and \$1,000 stop loss [plus deductible] with predetermination, and \$3 generic prescription drug.
2. Group Dental Plan with a calendar year maximum dollar limit per individual of \$750.00. Effective the beginning of the month 30 days following ratification, Class One benefits shall be increased to 100%, Class Two (minor restorative) shall be increased to 80% and the calendar year maximums shall be increased from \$750 to \$1,000.

- C. As an alternative to the aforementioned traditional insurance, eligible employees may enroll in any one of three HMO's offered by the City under the terms and conditions outlined herein. Eligibility for coverage and continuation of coverage under an HMO shall be governed by the provisions of Sections 1 through 5 of this Article. The option for selecting health care shall be on an annual basis.
- D. Regular, full-time classified employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$65 per monthly billing period for any billing period during which Hospitalization Insurance was not provided for the employee by the City under the conditions herein set forth.
1. Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.
 2. Said payment shall be for the twelve (12) billing periods immediately prior to December 1 of each year.
- E. In the event an employee who is eligible for the City Health Insurance but elects not to take it because he/she is covered by another employer-paid group health insurance plan and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within 30 days from loss of coverage.)

SECTION 2. Eligible employees who enroll in the aforementioned insurance plans shall become automatically insured upon the start of the billing period following thirty (30) days of employment, in the case of Life and Accidental Death and Dismemberment and Health Insurance, and after completion of one (1) year of service in the case of Dental Insurance, provided in the case of Health and Dental Insurances, the employee must pay the premiums for a period of one (1) month before the City is required to pay any premiums, provided, further, that if away from work due to

non-duty disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured upon return to active employment.

SECTION 3. The insurance coverage listed above shall be discontinued upon the employee's termination or on the first of the month following the day the employee goes on a leave of absence or is laid off unless other arrangements are made, provided, further, the employee shall comply with applicable COBRA requirements in a manner which will minimize the cost of compliance upon the employer.

SECTION 4. Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the City and the carriers. Any rebates or refunds of premiums shall accrue to the City. The City reserves the right to select the carrier or provider and to change carriers or providers (including becoming self-insured) except in the case of health insurance where the City agrees to provide comparable coverage and to give the Union 30 days advance notice before any change in carrier or provider is made. It is further agreed, the only liability assumed by the City under this Article is to pay the premiums as provided herein.

SECTION 5. For the life of this Agreement, regular, full-time classified employees hired after October 1, 1985 and retiring in accordance with and under the terms of the City of Wayne Retirement System, shall have their health insurance premiums paid for by the City in accordance with the following chart:

After 25 years of seniority	100% of Premium
After 20 years of seniority, but less than 25	75% of Premium
After 15 years of seniority, but less than 20	50% of Premium
Less than 15 years	No Insurance Coverage

Provided in the case of a duty disability retiree, the employee will have 100% of the health insurance premium paid by the City. In the event a person retires and engages in other employment where health coverage comparable to that offered by the City is provided, the City's obligation to pay the premiums hereunder shall be suspended during the period of such other coverage. Further, employees eligible for Medicare, must apply for Medicare Part A & B coverage when eligible.

For eligible employees hired after November 1, 1985, the City's obligation shall be restricted to the cost of single subscriber health insurance in accordance with the aforementioned chart.

For the life of this agreement, for those retirees under the CMM-100 program, the City agrees to reimburse that portion paid by the retiree to satisfy the 20% front-end co-payment which is in excess of \$250.00 up to the \$1,000.00 stop loss. In other words, said retiree will pay this applicable front-end deductibles and the applicable front-end 20% co-payment up to \$1,000 stop loss, and the City will then reimburse that portion of the co-payment paid by the retiree over \$250.00, up to the \$1,000.00 stop loss. Reimbursement shall be on an annual basis within sixty days following the close of each calendar year. To be eligible for reimbursement, proof of having actually paid the applicable co-payment which is subject to verification must be submitted within 30 days following the end of the calendar year.

ARTICLE XXIII - RETIREMENT

SECTION 1. Retirement benefits shall be provided in accordance with the "Retirement System for the Employees in the City of Wayne" as contained in the City Charter and any matter involving pensions shall be resolved in accordance with said procedures and shall not be subject to the Grievance Procedure or Arbitration.

ARTICLE XXIV - LONGEVITY

SECTION 1. For the life of this Agreement, the City shall continue to pay an annual lump sum longevity payment to each full-time classified employee beginning with the third year of service. Years of service shall be determined by the anniversary to be reached during the fiscal year. Said payment shall be computed on the basis of Thirty (\$30.00) Dollars per year of service to a maximum of \$700 per year. Said payment shall be paid between November 15 and November 30 of the fiscal year in which it is earned. If an employee quits, is laid off or otherwise terminates his employment, prior to the end of the fiscal year, he shall receive a pro-rata share of the longevity pay which would be due on the succeeding fiscal year, earned from July 1 of the current fiscal year; provided, however, that such employee shall not receive longevity pay computed to an anniversary date not actually reached.

Effective with the longevity payment in 1989-90 fiscal year, increase longevity from \$30 per year to \$35 per year. Effective with the longevity payment in the 1990-91 fiscal year, increase longevity from \$35 per year to \$40 per year.

ARTICLE XXV - VACATIONS

SECTION 1. Regular, full-time classified employees on the active payroll as of December 31 of each year shall earn vacation with pay to be taken in the next calendar year in accordance with the following schedule:

<u>Length of Service On December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year to three years	10 work days
Three years to five years	13 work days
Five years to seven years	15 work days
Seven years to fifteen years	20 work days
Fifteen years to twenty years	22 work days
Over 20 years	23 work days

Employees who have worked less than one year on December 31st shall be entitled to a prorated share of vacation in the next calendar year providing a probationary employee shall neither use or earn vacation (although he shall accrue vacation) until the completion of his probationary period.

SECTION 2. If an employee does not receive pay for twenty (20) or more work days in a vacation year, he shall not earn full vacation with pay, but shall receive a prorata vacation.

SECTION 3. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year, provided, however, if the employee has scheduled his vacation and his vacation is cancelled by the City, and, it cannot be rescheduled within the vacation year, the employee will either receive pay in lieu of his vacation time off or he will be allowed to take his vacation in the next vacation year.

SECTION 4. A vacation may not be waived by an employee and extra pay received for work during that period.

SECTION 5. Employees shall receive their regular rate in effect on the last working day prior to the beginning of their vacation, exclusive of any premiums. For the purpose of clarification, it is not the intention that this section would prevent an employee from receiving an increase in his hourly rate for reason of being on annual leave.

SECTION 6. If a recognized holiday should fall within a scheduled vacation period, the employee will receive an additional day of vacation.

SECTION 7. An employee must work his scheduled day prior to and his scheduled day following his vacation, or submit a physician's certificate of illness, for payment of said days.

SECTION 8. Vacation schedule preferences must be turned into the department office by April 1 of each year. For those who turn in the request by April, preference for vacation will be allocated on the basis of seniority. Those who apply after April 1, will be assigned vacations on the basis of first come, first served. All vacations must be arranged and approved by supervision.

ARTICLE XXVI - HOLIDAYS

SECTION 1. Regular, full-time classified employees shall be paid at their regular straight time hourly rate, exclusive of any premiums times the average hours normally scheduled to work on the day in question (not to exceed eight (8) hours) for the following holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After
Thanksgiving
Day Before
Christmas
Christmas
Day Before
New Years
New Years Day
Good Friday
Memorial Day

providing they meet all of the following eligibility rules, unless otherwise provided herein.

- (1) The employee has seniority on the day of the holiday.
- (2) The employee works all regular scheduled hours on the day before the holiday and all regular scheduled hours on the work day after the holiday, provided, however, for the purposes of this Section, an employee shall be considered as having worked on any day in which he is off on approved leave and received his pay for that day from the City.

- (3) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

ARTICLE XXVII - MISCELLANEOUS

SECTION 1. Employees shall continue to be eligible for participation in the City's tuition reimbursement program under the terms and conditions established by the City from time to time. It is understood that the City's determination as to whether approval is to be granted for tuition reimbursement is final and not subject to the Grievance Procedure.

SECTION 2 Employees who are required by the City to use their personal automobile on City business shall be reimbursed at the Applicable IRS rate for all authorized travel.

SECTION 3. Full-time employees who have accumulated more than Sixty (60) days of sick leave in their bank shall have the right to sell back to the City up to ten (10) days sick leave per year. Said days shall be paid for at the rate of fifty (50%) percent of the employee's normal, daily rate as computed by the Finance Department and shall be paid in the last pay period of January.

SECTION 4. For the life of this Agreement, the City will continue its practice of furnishing uniforms and provide \$100 per year payment for the purchase of foul weather gear to regular, full-time classified seniority employees in designated classifications (i.e., meter, BG-I, BG-II, Maintenance Leader). Eleven changes of uniform shall be provided if the pick-up is once a week. The City shall also continue the present clothing allowance and weapons proficiency for the animal control officer. Said cash payment shall be paid in a lump sum prior to October 15th of each year. In the event of a quit, layoff or termination after payment of the allowance for a fiscal year, the employee shall reimburse the City a pro-rata share of the clothing allowance not earned. The City reserves the right to require proof of purchase of said foul weather gear. GFB
BM

SECTION 5. In the event a part-time employee becomes full-time in the classified service, the employee's length of service for purposes of full-time benefits shall start with the date the employee becomes full-time.

ARTICLE XVIII - GENERAL

SECTION 1. All employees covered by this Agreement shall, as a condition of continued employment, be residents within the following geographical area: West of Schaefer-Coolidge, South of 14-Mile Road, East of US-23 and North of the Southern Wayne County line.

SECTION 2. This Agreement constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Recognizing that the parties have negotiated a contract covering the wages, hours and conditions of employment of bargaining unit employees and desiring to avoid duplication of remedies and conflicting provisions between this agreement and the Personnel Rules, it is agreed that said terms and conditions of employment shall be as specified in the agreement and bargaining unit employees shall be exempt from the provisions of Rule 7 of the Personnel Rules provided said employees shall be subject to the provisions of the City Charter.

ARTICLE XXIX - WAIVER CLAUSE

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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement each voluntarily and unqualifiedly waive 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 by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement (even though such subject or matter may not have been within the knowledge and contemplation of either both of the parties at the time that they negotiated or signed this Agreement.)

ARTICLE XXX - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall 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 shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Further, the City and the Union agreed to meet to consider possible changes due to the deletion.

ARTICLE XXXI - DURATION OF AGREEMENT

SECTION 1. The provisions of this Agreement shall be effective as of November 15, 1988, and shall continue and remain in full force and effect, to and including, June 30, 1991. This Agreement shall continue in effect for successive yearly periods after June 30, 1991, unless notice is given in writing to the other party on or before April 1, 1991, or any anniversary date thereafter, of its desire to terminate, modify, alter, renegotiate, change or amend this Agreement or any combination thereof. Any notice of desire to terminate, modify, alter, renegotiate, change or amend this Agreement or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party shall have been disposed of by agreement or by withdrawal of the party proposing amendment.

SECTION 2. If any negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION 3. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representative the day and year first above written.

CITY OF WAYNE

By: 

By: 

METROPOLITAN COUNCIL NO. 25
AFSCME, AFL-CIO, LOCAL #290
Wayne City Chapter

By: Mark J. Edger
By: Greg S. Kelly
By: Charles D. Dwyer
By: E. H. Dwyer
By: William J. Bourne CTS

JULY 1, 1989

Wag Rec 89

APPENDIX A - WAGES

Effective Upon Ratification:	<i>Q</i>	<i>P</i>	<i>Q</i>	<i>R</i>	<i>S</i>	rs
	<i>c</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	
Pay Grades	Start	6 Mos.	1 Year	2 Years	3 Years	
Grade 1 <i>7 10</i>	3.35 3.467	3.50 3.622	3.70 3.830	3.90 4.037	4.10 4.191	5
Grade 2 <i>8</i>	3.90 4.037		4.10 4.244	4.30 4.451	4.50 4.658	0
Grade 3 <i>9</i>	4.50		4.75 4.916	5.00	5.25 5.434	5
Grade 4 <i>10</i>	4.75	5.00	5.25	5.50	5.75	5
Grade 5 <i>11</i>	5.25	5.50	5.75 5.951	6.00 6.210	6.50	0
Grade 6 <i>12</i>	6.00	6.25	6.50	6.75	7.00	0
Grade 7 <i>13</i>	7.50	8.00	8.50	9.00	9.50	0
Grade 8 <i>14</i>	9.00	9.50	10.00	10.50	11.00	10
Grade 9 <i>15</i>	10.41	10.67	10.93	11.20	11.60	10
Grade 10 <i>16</i>	11.11	11.38	11.66	11.95	12.42	12
Grade 11 <i>17</i>	14.46	14.81	15.17	15.54	15.93	13
Grade 12 <i>18</i>	14.94	15.31	15.69	16.12	16.76	16

SECTION 1. Effective July 1, 1989, the wage schedule shall be increased by three and one-half (3-1/2%) percent.

SECTION 2. Effective July 1, 1990, the wage schedule shall be increased by an additional three and one-half (3-1/2%) percent.

+ *Q* 10 x 1.035

REC - AFSCME

APPENDIX A - WAGES: JULY 01, 1988

PAY GRADE	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Grade 1	3.350	3.500	3.700	3.900	4.050
Grade 2	3.900		4.100	4.300	4.500
Grade 3	4.500		4.750	5.000	5.250
Grade 4	4.750	5.000	5.250	5.500	5.750
Grade 5	5.250	5.500	5.750	6.000	6.500
Grade 6	6.000	6.250	6.500	6.750	7.000
Grade 7	7.500	8.000	8.500	9.000	9.500
Grade 8	9.000	9.500	10.000	10.500	11.000
Grade 9	10.410	10.670	10.930	11.200	11.600
Grade 10	11.110	11.380	11.660	11.950	12.420
Grade 11	14.460	14.810	15.170	15.540	15.930
Grade 12	14.940	15.310	15.690	16.120	16.760

SECTION 1 Effective July 1, 1989, the wage schedule shall be increased by three and one-half (3 1/2 %) percent.

SECTION 2 Effective July 1, 1990, the wage schedule shall be increased by an additional three and one-half (3 1/2 %) percent.

REC - AFSCME

APPENDIX A - WAGES: JULY 01, 1989

<u>PAY GRADE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Grade 1	3.467	3.623	3.830	4.036	4.192
Grade 2	4.036	0.000	4.244	4.451	4.658
Grade 3	4.658	0.000	4.916	5.175	5.434
Grade 4	4.916	5.175	5.434	5.693	5.951
Grade 5	5.434	5.693	5.951	6.210	6.728
Grade 6	6.210	6.469	6.728	6.986	7.245
Grade 7	7.763	8.280	8.798	9.315	9.833
Grade 8	9.315	9.833	10.350	10.868	11.385
Grade 9	10.774	11.043	11.313	11.592	12.006
Grade 10	11.499	11.778	12.068	12.368	12.855
Grade 11	14.966	15.328	15.701	16.084	16.488
Grade 12	15.463	15.846	16.239	16.684	17.347

REC - AFSCME

APPENDIX A - WAGES: JULY 01, 1990

<u>PAY GRADE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Grade 1	3.589	3.749	3.964	4.178	4.338
Grade 2	4.178	0.000	4.392	4.606	4.821
Grade 3	4.821	0.000	5.088	5.356	5.624
Grade 4	5.088	5.356	5.624	5.892	6.160
Grade 5	5.624	5.892	6.160	6.427	6.963
Grade 6	6.427	6.695	6.963	7.231	7.499
Grade 7	8.034	8.570	9.105	9.641	10.177
Grade 8	9.641	10.177	10.712	11.248	11.783
Grade 9	11.151	11.430	11.708	11.998	12.426
Grade 10	11.901	12.191	12.490	12.801	13.305
Grade 11	15.490	15.865	16.250	16.647	17.065
Grade 12	16.004	16.400	16.808	17.268	17.954

APPENDIX B - PAY GRADES

Grade 1	Building Attendant
Grade 2	Receptionist
Grade 3	Utility Maintenance
Grade 4	MS I
Grade 5	BG I
Grade 6	MS II
Grade 7	BG II
Grade 8	Maintenance Leader - PH
Grade 9	Animal Control Officer
Grade 10	Meter Person
	Ordinance Officer
Grade 11	Engineering Inspector
Grade 12	Building Inspector
	Plumbing/Heating Inspector

LETTER OF UNDERSTANDING

The following Letter of Understanding shall constitute the parties' agreement as to the inclusion of certain positions and employees into the classified service.

1. The following full-time positions shall be added to the classified service:

- a. Maintenance Specialist I
- b. Maintenance Specialist II
- c. Building and Grounds I
- d. Building and Grounds II

2. The following employees shall be grandfathered into the positions recognized:

- a. Maintenance Specialist I -
Pearl Heick
- b. Maintenance Specialist II -
Dan Bantou
- c. Building and Grounds I -
Juan Bradford, Greg Kelly, Ed Sanderson
- d. Building and Grounds II -
Charles Guisgand

3. Length of service for said employees for purposes of seniority under the collective bargaining agreement (including placement on the seniority list) and placement of Appendix A, Rate Schedule, shall be as follows:

	<u>Length of Service</u>	<u>Placement on Salary Schedule</u>
Pearl Heick	04/18/86	Step 2 Years
Dan Bantou	02/09/87	Step 1 Year
Juan Bradford	07/15/87	Step 1 Year
Greg Kelly	06/04/84	Step 3 Years
Ed Sanderson	07/15/87	Step 1 Year
Charles Guisgand	06/05/80	Step 3 Years

4. Said employees shall be eligible for fringe benefits as follows:

- a. Vacation Time - On January 1, 1989, said employees shall be considered to have earned a pro-rata portion of this vacation time based on their completed months of service from date of ratification and signing of this Agreement, to January 1, 1989.

For example, if the agreement is ratified prior to November 1, and said employees work 2 months, they shall receive 2/12th of the applicable vacation effective with the January 1, 1990 vacation year, they shall be entitled to vacations based on their total length of service as provided in Paragraph 3 above.

- b. Longevity - Said employees shall become eligible for longevity based on their length of service as provided in Paragraph 3, effective with the November, 1988 longevity payment (if this agreement is ratified prior to October 20, 1988).
- c. Sick Leave - Said employees shall begin to earn sick leave starting with the beginning of the month following ratification and signing of this Agreement.
- d. Health and Dental Insurance - Eligibility for Health and Dental benefits shall be phased in over a three-year period. For the first 12 months following the date said employee becomes covered, the employee will pay 1/2 of the applicable cost. For the next 12 months, the employee will pay 1/4 of the applicable cost. Thereafter, the employee will be subject to full Health and Dental benefits as provided herein. For purposes of this paragraph, the first year shall run from July 1, 1988 to June 30, 1989. In the event an otherwise eligible employee opts for the payment in lieu of Insurance, the employee shall receive a pro-rata portion in accordance with the above reimbursement formula (i.e., 50% first year, 75% second).
- e. Life Insurance - Said employees who enroll in the Life Insurance program shall become eligible for Life Insurance upon the beginning of the month 30 days following ratification and signing of this Agreement.
- f. For purposes of the City of Wayne Retirement Income Plan, employees shall begin to accrue service and benefits upon becoming members of the classified service. There shall be no retroactive participation in said plan and any claims to retroactive participation are hereby waived.

- g. Personal Days - Said employees shall become eligible for personal days effective with the 1989-90 fiscal year.

5. The creation of the above positions and reclassifications of the aforementioned employees is subject to approval of the Personnel Board. It is understood that the aforementioned employees shall only become members of the classified service at the time this agreement is ratified as well as approval of the Personnel Board.

LETTER OF UNDERSTANDING

Within sixty days following ratification of this Agreement, the City shall meet with the Union to discuss implementing a policy on drug/alcohol testing.

It is agreed that the policy will incorporate the following features:

1. The City's right to continue to test for drugs and/or alcohol as part of any physical exam for new hires.
2. All other testing shall be based on reasonable cause. Reasonable cause standards shall be set forth. The basis for the reasonable cause will be discussed with the employee and available union representation before a test is given. Proper chain of custody will be assured.
3. The Union shall have the right to grieve any discipline given seniority employees pursuant to a drug/alcohol test unless the employee is given a last chance agreement and placed on an employee assistance program.

LETTER OF UNDERSTANDING

Recognizing that the wage schedule for meter readers ^{PERSONS} who are not at the top has been frozen, the City agrees to provide the same percentage wage increase for anyone not at the top of the schedule who is in the City's employ in the classification on date of ratification as granted the other employees in the classification who are at the top until said employee(s) reaches the top rate of said classification.

In the event an employee is receiving a rate in excess of the top rate for their classification at the time of ratification of this Agreement, said employee's rate shall be red-circled until he/she can be properly placed on the schedule.

For the life of this Agreement, full-time classified employees who prior to ratification of this Agreement, receive four (4) personal business days, shall be grandfathered, continuing to be eligible to receive said four (4) days per fiscal year.

For the life of this Agreement, any full-time classified employee who is currently receiving more vacation than shown in the vacation schedule shall be red-circled at his/her current vacation amount until the employee can be properly placed on the vacation schedule.

For the life of this Agreement, any full-time classified position which has been paid double time for Sunday work prior to ratification of this Agreement shall be grandfathered continuing to be eligible for double time for work on Sunday.

LETTER OF UNDERSTANDING

It is hereby agreed by and between the City of Wayne and Metropolitan Council 25, AFSCME and its local 290 as follows:

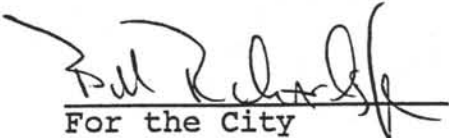
First, it is understood that retroactive to April 30, 1990, Mr. James Doughty, Part-time Electrical Inspector, will be placed in the AFSCME "B" bargaining unit, in accordance with the spirit of the current collective bargaining agreement. Further, neither retroactive wages will be demanded or paid, nor will retroactive union dues be demanded or paid in respect to this matter, other than as specified in the next paragraph of this letter.

Second, it is also understood that retroactive to April 30, 1990, Mr. Doughty's rate of pay will be increased to the six (6) month step on the following schedule:

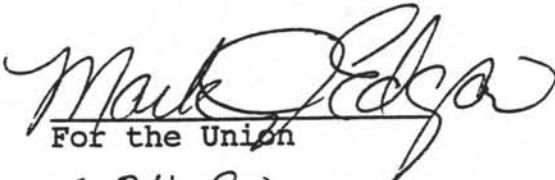
<u>PAY GRADE</u>	<u>START</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Grade 21	13.75	14.35	14.61	14.96	15.32

Third, it is further understood that this letter is without precedent or prejudice; that it applies only to Mr. Doughty's employment with the City, not to the position of Part-time Electrical Inspector generally and not to the position of Full-time Electrical Inspector (in the event such a full-time position is created).

Finally, this letter constitutes the only understandings agreed to in this matter.


For the City

5-24-90
Date


For the Union

5-24-90
Date