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6/30/92
based on letter
from City they
typed in 6/30/92
for this Contract

**COLLECTIVE BARGAINING
AGREEMENT**



between



City of Warren

and

**Local Union 412
UAW**

1988 - 1992

Warren, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

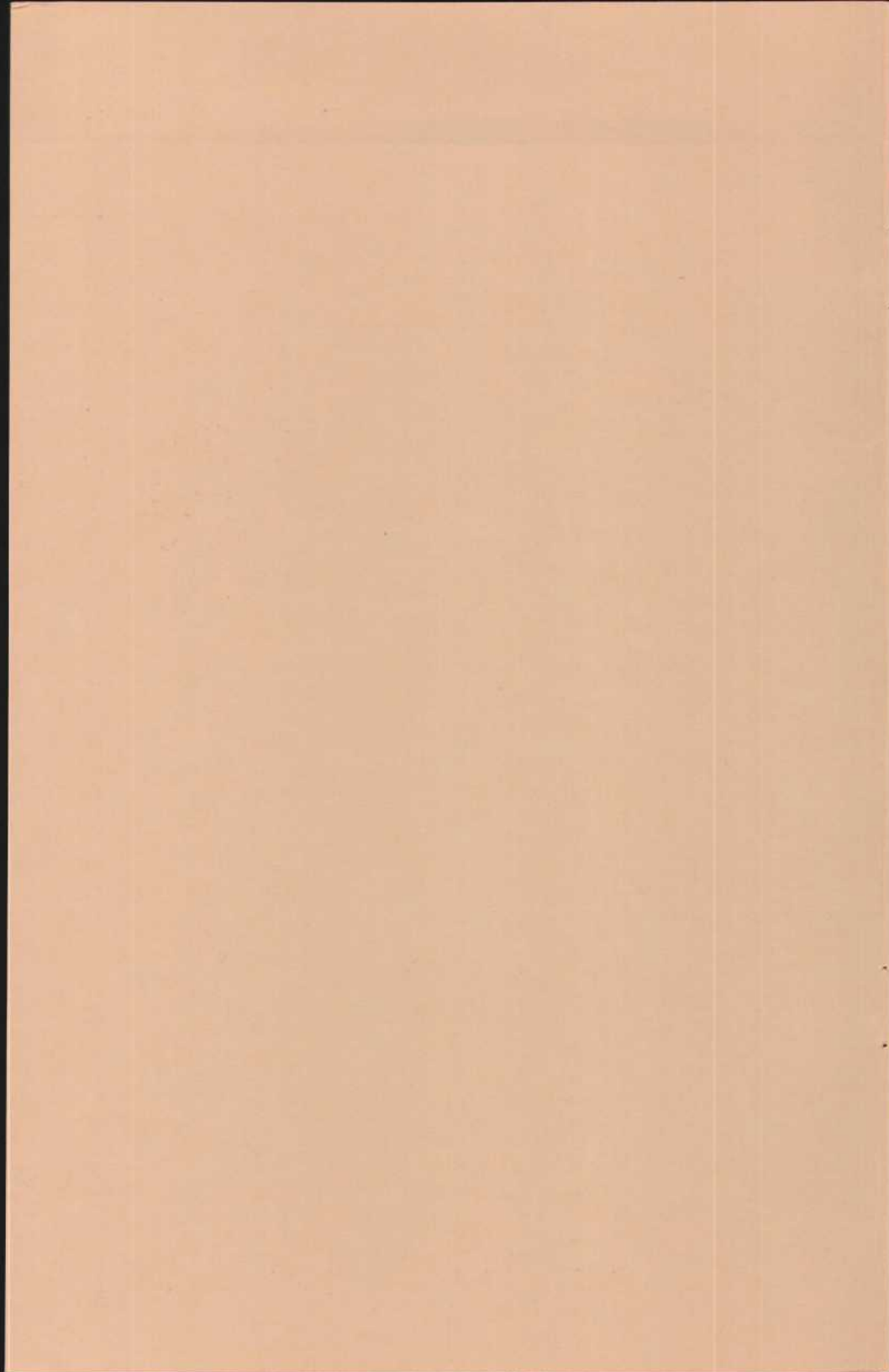
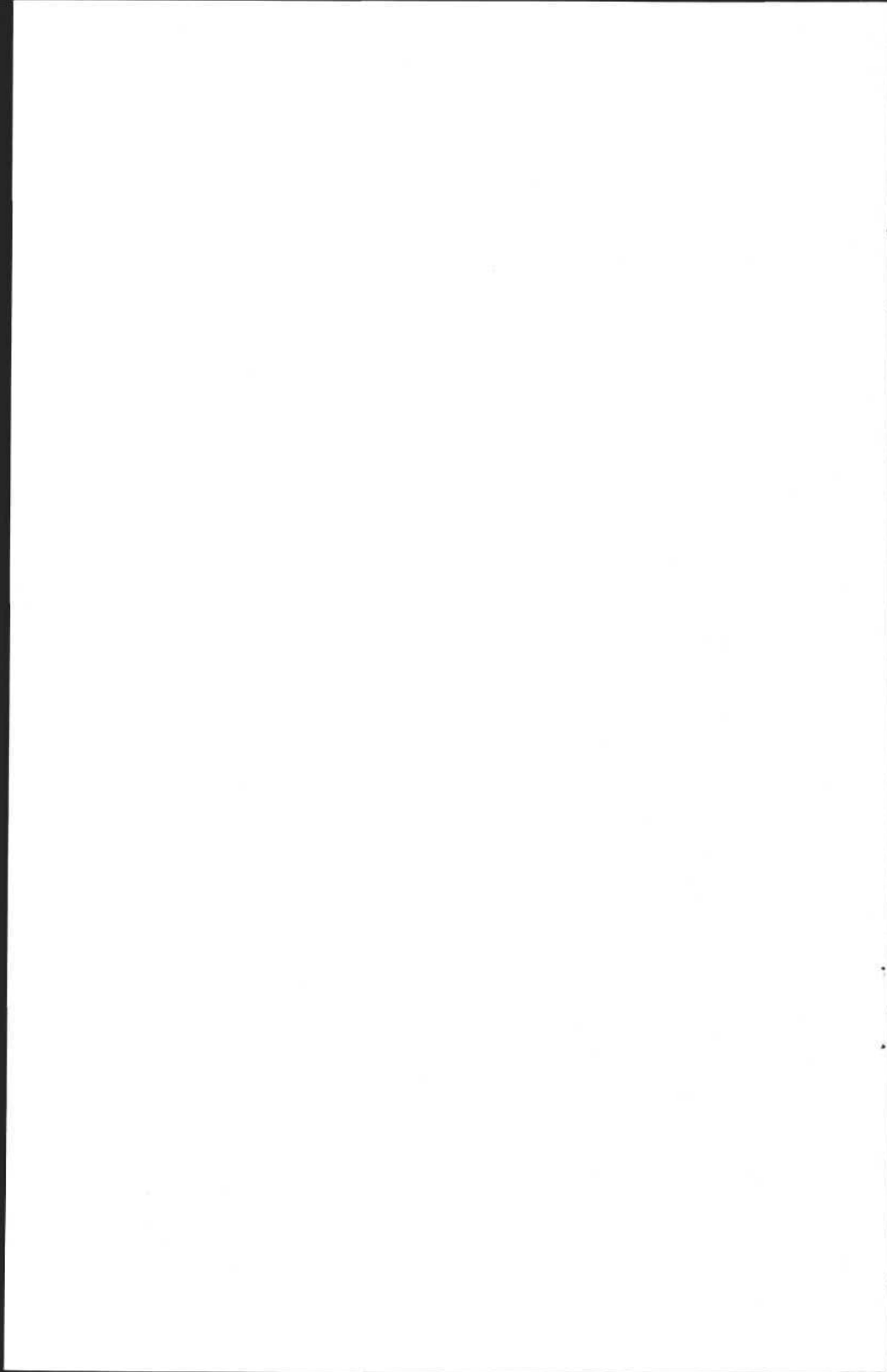


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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

This Agreement is entered into between the City of Warren (hereinafter referred to as the Employer), and Unit 35 of Local 412, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (hereinafter referred to as the Union).

ARTICLE 2

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE 3

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City of Warren, hereinafter referred to as the Employer, does hereby recognize Unit 35, Local 412, UAW, hereinafter referred to as the Union, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment for all employees of the City of Warren included in the bargaining unit, as follows:

Chief Assistant City Attorney

Assistant City Attorney

Assistant City Attorney I

New job classifications which may fall within the Unit may be added by mutual agreement between the parties.

ARTICLE 4

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5

MANAGEMENT RIGHTS

- A. Consistent with the express terms of this agreement:

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, except as specifically abridged, delegated, granted or modified by this agreement or any supplementary agreements. All remaining rights, powers, and authority the City had prior to the signing of this agreement, and all other rights normally, usually and customarily retained by management, are retained by the City and remain exclusively and without limitations within the rights of the City. Except as specifically limited by this agreement, the City may exercise these reserved, retained and residual rights, and those rights specifically enumerated in Section B hereof, without previously bargaining the same with the Union; provided, however, that such actions shall not conflict with the terms of this agreement.

- B. Among the rights, powers and authority provided to the City by law, including by way of example and not in limitation of the foregoing, the City hereby retains and reserves unto itself the right:
1. To manage its affairs including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials, processes or methods of operation.
 2. To establish, determine and redetermine the method or processes by which the work is to be performed and to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or methods and institute technological changes, decide on materials, supplies, equipment and tools to be used.
 3. To determine the number, location, and type of facilities and installations.
 4. To determine the size of the work force and increase or decrease its size.
 5. To hire and assign employees and to establish and determine the workweek and workday, and effect reductions or changes in the hours worked or scheduled.
 6. To direct the work force, assign work and determine the number of employees assigned to operations.
 7. To fill or not fill vacant budgeted positions and to upgrade, downgrade or change vacant budgeted positions as the good of the service may require; provided, however, that vacant budgeted positions shall not remain unfilled for more than two (2) months beyond the next final adopted budget.
 8. To establish, change, combine, discontinue or eliminate job classifications and descriptions, and to prescribe, alter, assign and determine job duties, content and classification, including preliminary

qualifications for specific jobs; provided, however, that the City will not arbitrarily or capriciously change established job descriptions without a legitimate business reason and, when any changes are made in existing job descriptions, the City will give the Union ten (10) days prior written notice of the reasons for the change, and any such changes are subject to arbitration, to be held within thirty (30) days by an arbitration panel to be established by the parties.

9. To determine lunch periods, break periods, shifts, clean-up times, starting and quitting times and the number of hours to be worked.
10. To establish reasonable work schedules including the scheduling of overtime work.
11. To discipline and discharge employees for just cause.
12. To adopt, revise and enforce working rules as it may from time to time deem best for the purposes of maintaining good order, safety and effective operation of City services.
13. To manage the City business and to decide the services to be provided and the manner of providing them.
14. To determine the amount of supervision necessary and to select employees for promotion or transfer to positions outside the bargaining unit in accordance with the rules and regulations stipulated in the Civil Service procedure, but this shall not be held to permit involuntary promotions or transfers.
15. To lay off for lack of work or funds, or where such continuation of work would be wasteful and unproductive.

Provided, however, the City will not arbitrarily or capriciously exercise any of its rights, powers or authority provided for herein.

- C. The Chief Assistant and Assistant City Attorneys shall receive their work assignments and seek direction from the City Attorney. The City Attorney shall not direct an attorney to participate in an assignment in which such participation would constitute a violation of the Code of Professional Responsibility.

An employee shall not participate in an assignment which would constitute a violation of the Code of Professional Responsibility, nor shall an employee knowingly engage in any conduct or accept any employment which would limit the employee's ability to participate in assignments in view of such Code.

In the event that a disagreement should arise as to what constitutes a violation of the Code, the parties shall defer to the State Bar of Michigan, Attorney Grievance Commission.

- D. In the event any person who files a claim or a lawsuit against the City is represented by an attorney who has served as City Attorney, or been employed in the office of the City Attorney in the past four (4) years, the City may engage outside counsel for defense.
- E. In the event of a vacancy in the position or the absence of a City Attorney in excess of thirty (30) days, the Mayor shall appoint a City Attorney in accordance with Section 4.14(c) of the Charter. In the absence of a City Attorney for periods of time less than four (4) weeks, the Chief Assistant City Attorney shall be the administrative head of the Department of Law.
- F. The City reserves the right to establish and/or revise specific performance standards or norms. Such standards shall be developed by normal work measurement procedures, after consultation with the Union, and may be used to determine acceptable performance levels and prepare work schedules.
- G. The City shall reserve the right to permit the City Attorney, Law Clerks, and Para-Legal Technicians to perform bargaining unit work. There shall be no expansion of the scope of their work without the concurrence of the Union.

In no event shall the City's right to permit non-bargaining unit employees to perform bargaining unit work, or its right to contract or subcontract outside counsel, be used for the purpose or intention of undermining the Union nor for the purpose of eliminating a bargaining unit member.

ARTICLE 6

JOINT RESPONSIBILITIES - NO STRIKE OR LOCKOUT

The Union agrees to attempt to prevent and to refrain from engaging in or permitting its members to engage in, nor will any member of the Union engage in any strike, work stoppage, slowdown, or interference of any kind with the operations of the Employer during the term of this agreement.

The City agrees that it will not lockout any employee during the term of this agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown, or other interference by employees of another employer, such inability to work shall not be declared a lockout. At no time shall employees be required to cross the picket line of another union when crossing the line would impair the safety of employees, but it is understood that such employees will not be paid.

ARTICLE 7

DEDUCTION OF UNION DUES

The Employer hereby agrees to deduct dues and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

DEDUCTION OF UNION DUES - Continued

1. Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the "AUTHORIZATION FOR PAYROLL DEDUCTION" form as set forth below, in full.
2. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the authorization.
3. The Employer shall transmit such deductions, together with a list of employees paying same, to the Treasurer of Local 412, UAW, and shall do so as soon as possible after the tenth of the following month.
4. The Employer shall notify the Union of all persons entering into and all persons leaving the bargaining unit.

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION MEMBERS

By _____
Please Print (Last Name) (First Name) (Middle Name)

Division or Department: _____

Classification: _____

To the city of warren:

I hereby request and authorize you to deduct from my earnings an amount established by the Union as monthly dues and/or fees.

The amount deducted shall be paid to the Treasurer of Local 412, UAW.

Signature of Employee

(Date)

ARTICLE 8

UNION SECURITY

Any present or future employee covered by this agreement who is not a member of aforesaid Union and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly union membership dues of aforesaid union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The Union agrees that in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

ARTICLE 9

REPRESENTATION

- A. The Union shall have the right to select or designate a Unit Chairperson/Steward to represent employees in the bargaining unit. In addition, the Union may designate an Alternate to function as the Chairperson/Steward in his absence. The names of such persons and any changes shall be promptly reported in writing to the Employer.
- B. The Chairperson/Steward will be permitted during working hours to present grievances to management in accordance with Article 10, Grievance Procedure, without loss of time or pay. In addition, the Chairperson/Steward (or other bargaining unit member(s) as designated in the agreement) shall be permitted time off work without loss of pay to participate in Special Conferences and other meetings with management as provided in this agreement.
- C. Notwithstanding his position on the seniority list, the Chairperson/Steward and Alternate (2 union positions) shall, in the event of a reduction in force, be continued in employment in the Unit provided either of the following conditions exist and in the following order:
 - 1. There continues to be a position in his classification.
 - 2. There continues to be a position in a lower classification in the bargaining unit.If laid off, the Chairperson/Steward and Alternate shall have priority in recall to available vacant positions in his classification or lower classification in series.
- D. The City agrees to provide time off without loss of pay for one authorized union representative who must be absent from work due to being elected or appointed to attend local, regional or international conventions or conferences, provided that this privilege is not abused.
- E. Officers, Chairperson/Steward, Alternate, Executive Board Members and Negotiation Committee Members shall be allowed to attend the Union's general membership and contract ratification meetings without loss of pay.

ARTICLE 10

GRIEVANCE PROCEDURE

Should differences arise between the City and the Union during the term of this agreement as to the interpretation and application of the provisions of this agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

- STEP 1 An employee who believes he has a grievance because any provision of this agreement has not been properly applied or interpreted towards him may discuss his complaint with the City Attorney or may secure his Chairperson/Steward to represent him in the matter.

The employee may call his Chairperson/Steward or ask the City Attorney to assist him in securing his Chairperson/Steward.

STEP 2 If the grievance is not satisfactorily settled in Step 1, it may be submitted in written form by the Chairperson/Steward to the City Attorney. The written grievance shall set forth all of the facts relied upon by the grievant to establish a breach of this contract, the date of the matter complained of, identify and be signed by the grievant or grievants involved, and the provisions of this agreement that the Union claims the City has violated. The City Attorney or designated representative will arrange to review the grievance in a meeting with the Chairperson/Steward. A written answer, setting forth all of the facts relied upon by the City Attorney in answering the grievance, will be sent to the Union within five (5) working days of the meeting.

STEP 3 If the grievance is not satisfactorily resolved by Step 2, it may be appealed, in writing, by the Chairperson/Steward to the Labor Relations Director within seven (7) working days of the City Attorney's decision. The appeal shall set forth any additional facts relied upon by the Union to establish a violation of the contract. The Labor Relations Director or a designated representative will promptly arrange for a meeting within seven (7) working days with the Chairperson/Steward and any necessary witnesses. The Labor Relations Director will submit a written answer, setting forth all of the facts relied upon by the Labor Relations Director in answering the grievance, within seven (7) working days following the meeting and mail a copy to the Regional Director of the Union.

STEP 4 If the grievance is not satisfactorily settled at Step 3, and if the grievance is one on which an arbitrator has power and authority to rule and if it merits appeal, then the Regional Director of the Union or his designated representative may submit, within fifteen (15) working days of the Step 3 answer, a request to the Labor Relations Director for a pre-arbitration panel to meet. The pre-arbitration panel shall consist of two (2) representatives of the City and two (2) representatives of the Union. New evidence may be submitted to the pre-arbitration panel only if it is necessary to rebut a factual assertion made by the other party at the hearing or at the third step. After the pre-arbitration hearing, neither party may submit new evidence in a subsequent arbitration proceedings.

All grievances not referred to arbitration shall be considered settled based on the City's last answer. If a grievance is withdrawn from the grievance procedure, the grievance may not be reinstated except by mutual agreement of the parties. If reinstated, the City's liability shall be limited to the period prior to date of withdrawal.

STEP 5 Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of any specific article and section of this agreement, or any written supplementary agreement, and which has been fully processed through the fourth step of the grievance procedure may be submitted to arbitration in strict accordance with the following:

GRIEVANCE PROCEDURE - Continued

1. Arbitration shall be invoked by either party by filing a Demand for Arbitration with the permanent arbitration panel established by the parties, within forty-five (45) days from the date of the third step answer. The arbitrator's decision shall be made upon the written appeals record, unless there are disputed factual claims which must be decided in order to decide the issue, in which case a hearing may be held solely for the purpose of deciding the disputed facts.
2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this agreement and he shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement.
 - b. Granting any wage increases or decreases.
 - c. Granting any right or relief for any period of time whatsoever prior to the execution date of this agreement.
3. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or city charter the City cannot delegate, alienate or relinquish.
4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
5. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
6. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
7. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his local representatives shall not lose pay for the time off the job while attending the arbitration proceedings.

Arbitration, whenever possible, shall be conducted on the location where the grievance originated.

ARTICLE 11

GRIEVANCE PROCEDURE - LIMITATIONS

1. Any grievance settlement shall be made in accordance with the terms and spirit of this agreement.

GRIEVANCE PROCEDURE - LIMITATIONS - Continued

2. Any grievance under this agreement which is not filed in writing within ten (10) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance.
3. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed.
4. The time elements in the first four (4) steps can be shortened or extended by mutual agreement in writing at the time the agreement is reached.
5. Any grievance not appealed in writing within the time limits established in the grievance procedure shall be considered to have been withdrawn without prejudice.
6. The Union may withdraw any grievance without prejudice at any step.
7. Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement may be advanced to the next step by the Union.
8. All claims for back wages shall be limited to the amount of wages and benefits that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the city payroll.

ARTICLE 12

DISCIPLINARY ACTIONS

- A. The Employer and the Union agree that discipline shall only be administered for just cause. Discipline shall be administered by the City Attorney. As a general rule, discipline shall be administered progressively, however, the Employer and the Union recognize that "Offenses are of two general classes: (1) those extremely serious offenses such as stealing, striking a foreman, persistent refusal to obey a legitimate order, etc., which usually justify summary discharge without the necessity of prior warnings or attempts at corrective discipline; and (2) those less serious infractions of plant rules or of proper conduct such as tardiness, absence without permission, careless workmanship, insolence, etc., which call not for discharge for the first offense (and usually not even for the second or third offense) but for some milder penalty aimed at correction."
- B. Employees shall have the right to have a union representative appear with him at every stage of the disciplinary process.
- C. The charges or accusations which give rise to the disciplinary action shall be reduced to writing, shall be specific and shall be furnished to the employee and the Union.
- D. Before any disciplinary action is taken against an employee, he shall be given an opportunity to state his position and offer any supporting evidence to the City Attorney.

DISCIPLINARY ACTIONS - Continued

- E. In the event that an action or an inaction of an employee is of such a nature to warrant a departmental investigation in order to preserve the integrity of the department, such an investigation shall be carried out in an expeditious and professional manner. During the course of the investigation the rights and privileges of those individuals involved which are guaranteed by the laws of the State of Michigan and the State and Federal Constitutions shall not be abridged.
- F. Departmental investigations shall be conducted pursuant to the following procedures:
1. The interview of the employee relating to the subject incident will be accomplished at the discretion of the department; provided, however, that all reasonable efforts will be made to conduct the interview during normal business hours.
 2. The refusal by an employee to answer questions propounded to him as part of the investigation and which are specifically directed and narrowly related to the performance of his duties may subject the employee to disciplinary action.
 3. If the employee does answer, neither his statements nor any information or evidence which is gained by reason of such statements may be used against him in any subsequent criminal proceeding. However, these statements may be used against the employee in a disciplinary action.
 4. In the event that the investigation leads to a suspicion of criminal activity, the investigation shall cease. The cessation of the investigation shall not affect the Employer's right to take disciplinary action.
- G. The Employer agrees immediately upon the discharge or suspension of any employee to notify in writing the Chairperson/Steward.
- H. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Chairperson/Steward and the Employer will make available an area where they may do so before the employee is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Chairperson/Steward. The discharged or suspended employee may not thereafter enter upon those areas of the premises of the Employer from which the general public may be excluded, except by specific permission of the Employer.
- I. Should a disciplined employee or the Union consider the discipline to be improper, a complaint shall be presented in writing through the Chairperson/Steward to the City Attorney within three (3) regularly scheduled working days of the discharge or suspension. The City Attorney will review the discipline and give an answer within three (3) regularly scheduled

DISCIPLINARY ACTIONS - Continued

working days after receiving the complaint. If a meeting with the City Attorney is requested in the complaint, it shall take place within three (3) regularly scheduled working days after such complaint is received. If the grievance is not resolved and a disposition given in writing at this meeting, the City Attorney shall give a written answer within three (3) working days from the date of the meeting. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure beginning with Step 3.

- J. In imposing discipline, the Employer may take into account previous disciplinary actions administered in the course of employment with the City of Warren occurring three (3) years immediately preceding the subject incident.
- K. The Employer agrees to supply the employee with a copy of any reprimand placed in his personnel file and also guarantees the employee's right to review his personnel file on request.

ARTICLE 13

SPECIAL CONFERENCES

- A. Special Conferences will be arranged between the Unit Chairperson and the Labor Relations Director, or his designated representative, upon request of either party.

Arrangements for such Special Conferences shall be made in advance and an 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. Such conferences shall be held within seven (7) workdays after the request is made.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conferences.

- B. The union representatives may meet at a place designated by the City on the City's property for not more than one hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- C. Problems of health and safety shall be proper subject matter for discussion at Special Conferences.

ARTICLE 14

SENIORITY

- A. A new employee hired into the bargaining unit from outside city employment shall be considered a probationary employee for the first six (6) calendar months of service. Upon mutual agreement of the Employer and the Union, a probationary period shall be extended for not more than six additional months. Upon completion of the probationary period, a new employee shall

SENIORITY - Continued

attain seniority and his seniority date shall be established as of his original date of hire with the City. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged, disciplined, dismissed or laid-off probationary employees for other than union activities. This paragraph shall apply to new hires only, but shall not apply to persons transferred or promoted, permanently or temporarily, from outside the bargaining unit. These employees will have the full benefits under this agreement.
- C. If an employee is transferred, promoted or appointed to a position under the Employer not included in the bargaining unit and thereafter returns to a position within the bargaining unit, he shall have his accumulated seniority while working in the position held outside the bargaining unit. Employees transferred, promoted, or appointed under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the agreement. Upon return from such a transfer, promotion, or appointment, the employee shall be returned to the bargaining unit in his former classification, seniority permitting. If he cannot be placed in his former classification, he shall be placed into work generally similar to that which he did last prior to his transfer, promotion, or appointment out of the bargaining unit.
- D. An employee shall lose his seniority and his employment under the following circumstances:
1. If he resigns.
 2. If he is discharged and such discharge is not reversed.
 3. If he is absent for three (3) consecutive working days or fails to return to work within five (5) consecutive working days of the expiration of any type of leave of absence without notifying the Employer.
 4. If he fails to return to work within five (5) working days after being recalled from a layoff as set forth in the recall procedure.
 5. If he is laid off for a continuous period equal to his length of seniority or one (1) year, whichever is greater, as set forth in the recall procedure.
 6. If he retires.
- E. The Employer will furnish the Union with an up-to-date list of seniority dates and benefit dates at least every four (4) months. Such list shall include the names of all bargaining unit employees, their job classifications and seniority dates. The Employer will notify all employees of any changes in their benefit dates as soon as such changes are made.

LAYOFF AND RECALL

The Employer may reduce its work force in a given classification for lack of work or funds where such continuation of work would be wasteful and unproductive or for the occurrence of conditions beyond the control of the City, provided such action does not conflict with the terms of this agreement.

1. Seniority employees in the classification being reduced shall be laid off in order of entry into the classification.
2. Seniority employees who are laid off from their permanent classification will have their names placed on the reemployment list for their classification ranked in the inverse order of layoff. If the employee had civil service status in another classification, he shall be permitted to displace the lowest seniority employee in the classification which he most recently held in his present department or in another department, seniority permitting, and also as permitted by the agreement between the City and the Union covering the employees of such other classification.
3. An employee who has not been placed in accordance with the above procedure shall displace the lowest seniority employee in the next lower grade of service in his department, or, if none, in another department, his own seniority and qualifications permitting and also as permitted by the agreement between the City and the Union covering the employees of such other classification.
4. Employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. The Employer shall furnish a copy of such notice to the Union forthwith.
5. When an increase in force occurs and there are employees on layoff from that classification, the following rules shall apply:
 - a. Employees whose names appear on the reemployment list for the classification being increased shall be reappointed to that classification according to seniority, providing the laid-off employee is able to perform the work of the position to which he is to be appointed.
 - b. Notice of recall shall be sent by registered or certified mail to those on the reemployment list at their last known address. It shall be the employee's responsibility to notify the Employer of any change of address.
 - c. Should a person fail to report for work within five (5) working days after notice is sent and fail to give a satisfactory explanation for not reporting, he will be considered as having voluntarily resigned. Recall rights for an employee shall expire if he is laid off for a continuous period equal to his length of seniority or one (1) year, whichever is greater.

LAYOFF AND RECALL - Continued

6. Part-time, temporary and newly-employed employees serving a probationary period shall be laid off first. The Chief Assistant City Attorney or an Assistant City Attorney shall not be laid off before the layoff of all Law Clerks and Para-Legal Technicians.

ARTICLE 16

WORKING HOURS

- A. Employees who are unable to report for work due to extraordinary severe weather conditions will be permitted to charge their absence to sick leave or vacation.
- B. The Employer and the employees recognize the operation of the Department of Law occasionally requires work beyond the normal seven and one-half (7.5) hour workday or thirty-seven and one-half (37.5) hour workweek. The Employer shall continue the practice of compensating the employees by allowing them to take time off calculated at one and one-half times the amount actually worked beyond the normal workday.
- C. Compensatory time earned shall be reported to the City Attorney on forms provided by the City. A record of compensatory time accrued shall be maintained by the City Attorney. All requests to utilize compensatory time shall be submitted to the City Attorney for approval.

ARTICLE 17

HOLIDAY PAY

Employees shall be paid for the following holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Veterans Day	Day before Christmas
Memorial Day	Thanksgiving Day	Day before New Year's

Martin Luther King Day shall be added to the holidays listed above only if the City grants such holiday to Local 1917.

1. If work is necessary on the above holidays, double time shall be paid plus the regular day's pay for all work performed on the calendar holiday only.
2. When a holiday falls on a Saturday, employees not scheduled to work on such Saturday shall be given the last working day prior to the holiday off.
3. When a holiday falls on a Sunday, the next working day shall be considered to be the holiday.
4. An employee must work on the regularly scheduled service day before and after a holiday to qualify for holiday pay, unless he is off on sick leave, vacation or off with permission of the City Attorney.
5. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay.

HOLIDAY PAY - Continued

6. Employees called in for work on a holiday shall be guaranteed a minimum of four (4) hours pay at the premium rate. Provided, however, that this clause shall not apply with respect to subsequent instances of call-in until the time period covered by the previous call-in has expired.
7. For working on a general election day, employees shall be paid their regular day's pay in addition to time and one-half for all time worked. A minimum of four (4) hours work shall be guaranteed.
8. Employees shall be entitled to two (2) floating holidays per year to be taken off with the approval of their supervisor. New employees shall be entitled to one floating holiday after six months of service, and the second after one year of service. This section shall not result in an employee receiving more than a total of two (2) floating holidays per calendar year, regardless of the bargaining unit to which his classification was assigned during that period.

A third floating holiday shall be added to the contract only if the City grants such holiday to Local 1917. In the event a third floating holiday is granted, new employees would then be entitled to one floating holiday after six months of service, and the second and third after one year of service.
9. It is agreed that the employees shall have all general election days (City and Federal) off with pay, except as otherwise provided above.

ARTICLE 18

VACATIONS

1. Vacation periods shall run from January 1st to December 31st each year.
2. All employees who have one (1) year of service are entitled to two (2) weeks paid vacation. Provided, however,, that if an employee joins the city service prior to the beginning of the calendar year, he shall be permitted one (1) vacation day for every month of service in the previous calendar year, accumulating to a maximum of ten (10) days, which shall be taken during the following calendar year.
3. All employees with three (3) years of service shall be entitled to one (1) additional day of vacation. All employees with four (4) years of service shall be entitled to fourteen (14) days of vacation. All employees with five (5) years of service shall be entitled to fifteen (15) days of vacation. Thereafter, employees will receive one (1) additional day of vacation for each additional year of service not to exceed five (5) weeks of vacation (25 working days).
4. Employees may take vacations any time of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time chosen is agreeable to the City Attorney. Seniority shall be the prevailing factor in determining conflicting

desires in accordance with the following procedures:

- a. Employees must make application to the City Attorney for vacation time off, in writing, by February 1st of each year, indicating at least a first and alternate choice.

Vacations not selected by this date shall be approved by the City Attorney based on departmental needs, seniority and preference; provided, however, that vacation not scheduled by July 1st shall be assigned by the Employer.

- b. In the event that more employees apply for time off than can be spared at a given time, city seniority will be the basis for resolving priority of applications.

- c. Each employee will be given a written disposition of his request within five (5) working days of the vacation application closing date. Approved vacation time off will not thereafter be cancelled or changed without the mutual consent of the Employer and the employee, or unless a scheduled vacation day conflicts with a scheduled court day.

If no written disposition is received by the employee within the time limit, vacation will be considered approved.

- d. An employee will be considered on vacation from the end of the shift on the last regular workday worked until he reports for work on the first regular workday after his vacation.

- e. The City will allow the use of vacation days accumulated in the previous calendar year for maternity leave purposes.

5. No employee shall be permitted to bank his vacation from one year to the next (except any employee who is off after November 1st due to an appearance for a scheduled court date or due to an illness of any nature during his regularly scheduled vacation may carry over a maximum of two (2) weeks if he cannot reschedule his vacation), and December 31st of each year shall be considered as the end of vacation opportunity for the year. All vacation periods will be paid under the same provisions and in the same manner as though the employee had worked his normal workweek. Employees must take vacations. However, vacation time accruing on or after December 1st may be applied to vacation accruing the following year.

ARTICLE 19

INSURANCE

All employees covered by this agreement shall be provided with the Michigan Hospital and Medical Service Plan, or its equivalent, known as "MVF-1" with "Master Medical" and also the following riders: D45NM, F-FC, SA-SD, PD-EL, MM-M, and MM-AL. Prescription Drug Rider with two dollar (\$2.00) prescription deductible shall be provided.

These benefits shall apply to the employee, his spouse and his dependent children, and to retirees, their spouses and dependent children. The cost of these benefits is to be borne fully by the Employer.

The Hospital and Medical Service Plan shall provide coordinated coverage between any available Federal program (Medicare), benefit, or plan which will in total result in benefits at least the same as those provided under the Blue Cross-Blue Shield Plan presently in effect at no cost to the retiree.

The Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premiums paid for by the City.

The City shall have a clause or rider added to the Hospital and Medical Service Plan which will prevent payment for duplicate coverage in cases where both the employee and a spouse or dependent are eligible for such coverage.

All employees covered by this agreement shall be offered a Health Maintenance Organization Plan as an option to the current Blue Cross Plan. It is understood, however, that should the cost of such plan rise above the cost of the current Blue Cross Plan, the employee will pay the difference. All employees shall be advised of this stipulation in writing along with the policy duration at the time of enrollment. Employees covered under the Health Maintenance Organization Plan shall receive the optical and prescription drug riders available through such plan.

The City agrees to provide employees with a "cafeteria" selection of health, dental and optical coverages. This concept shall be mutually explored to determine what changes in existing coverages may be made by employees. As guidelines for such exploration, it is expressly agreed that the rules and regulations of the insurance carriers will control the scope of developing new plans, and that the parties intend that no additional cost or expense is contemplated by the "cafeteria" concept. It is further understood that any savings enjoyed by virtue of the "cafeteria" concept will be shared equally between the City and the affected employee(s). Payment to employees to be made at the end of the City and insurance carrier's contract year. Payment shall be made to new and separated employees on a prorated basis, in the year they are hired or separated.

If any other City of Warren bargaining unit negotiates an improved hospital, medical, dental or vision insurance plan, Local 412 employees will automatically receive that added benefit.

Employees shall be provided with a death benefit plan or life insurance plan which shall contain accidental death and dismemberment coverage features. The full premium cost is to be borne by the Employer. The coverage shall be based upon each employee's base pay to the nearest one thousand dollars (but not less than the current coverage).

Contingent upon availability through a qualified insurance carrier, the City will provide "paid-up" insurance coverage for bargaining unit employees. The City will contribute an amount equal to the amount paid for "term" insurance toward securing such coverage. The employee, at his option, may secure additional coverage on a contributory basis. This program will expressly be subject to the rules and regulations of the insurance carrier. This benefit will be effective July 1, 1986.

INSURANCE - Continued

Employees covered by this agreement shall receive life insurance in the face amount of three thousand dollars (\$3,000.00) upon their retirement.

All employees shall be covered by a 75/25 Delta dental insurance program, or its equivalent, whereby the City pays the premium for such plan.

Notwithstanding anything herein to the contrary, any employee in the bargaining unit may elect to waive coverage under the health insurance policies provided for herein. An employee waiving health insurance coverage shall complete and file with the City such documents as the City may require. The election shall be filed prior to the beginning of the insurance policy "plan year" which is being waived. During the first year of this contract, an employee may waive coverage within thirty (30) days of July 25, 1989 and receive a prorated payment based upon the number of months remaining in the plan year. Within sixty (60) days of the filing of such waiver, the City shall pay the employee the sum of five hundred dollars (\$500.00) to compensate such employee for the waiver of coverage under the health insurance policies provided for herein. An employee who waives health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period; PROVIDED HOWEVER, AN EMPLOYEE, SUBJECT TO POLICY REQUIREMENTS AND CONDITIONS AT THE TIME HE EXERCISES THE ELECTION, MAY REINSTATE HIS HEALTH INSURANCE IN THE EVENT COVERAGE PROVIDED BY HIS SPOUSE IS TERMINATED, BUT IN SUCH CASE THE EMPLOYEE SHALL REIMBURSE THE CITY FOR THE PAYMENT MADE TO HIM UNDER THIS PROVISION.

ARTICLE 20

SICK LEAVE

Paid sick leave will be granted without exception as provided in the following:

1. All employees of the City of Warren covered by this agreement shall earn sick leave with full pay of one (1) normal service day of straight time for each period of service of one (1) month. Such sick leave shall accrue monthly and shall not exceed twelve (12) service days in any one fiscal year. After completion of probationary period, each employee shall be entitled to utilize his accumulated sick bank.
2. Each employee may accumulate sick leave to a maximum of two hundred twenty-five (225) days for use purposes. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of not more than sixty-five (65) days of his accumulated sick leave. Upon retirement, an employee shall be paid eighty percent (80%) of not more than sixty-five (65) days of his accumulated sick bank. Upon resignation from the City after five (5) years of service, an employee shall be paid twenty-five percent (25%) of not more than sixty-five (65) days of his accumulated sick bank. PROVIDED, HOWEVER, AN EMPLOYEE WHO HAS ACCUMULATED SICK LEAVE IN EXCESS OF SIXTY-FIVE (65) DAYS ON JULY 25, 1989 SHALL BE FROZEN AT HIS CURRENT LEVEL, EXCEPT THAT IF HIS BANK FALLS BELOW SIXTY-FIVE (65) DAYS THEN HE SHALL NOT BE PERMITTED TO EXCEED THE DAYS ESTABLISHED HEREIN.

3. Before benefits will be paid under this article for an illness of three (3) days or more, the employee shall provide a physician's statement to verify the illness. In addition, any employee who uses five (5) or more sick days in a calendar year shall verify each subsequent absence with a physician's statement. In order to be eligible for benefits, an employee shall comply with the foregoing and shall call in and report his absence at least one-half (1/2) hour before the beginning of his shift.

4. A bonus day system will be provided which will allow a maximum value of twelve (12) days to be earned in accordance with the following formula:

0 absences during a calendar year . . .	12 days
1 absence during a calendar year . . .	10 days
2 absences during a calendar year . . .	8 days
3 absences during a calendar year . . .	6 days
4 absences during a calendar year . . .	4 days
5 absences during a calendar year . . .	2 days
6 absences during a calendar year . . .	0 days

Absence days counted will be sick leave or personal leave days, as well as absences when sick leave is not available or is otherwise not charged to sick bank. An employee who has been off less than ten (10) workdays, not necessarily consecutive, within a calendar year due to on-the-job injury will qualify for the bonus plan.

Annually, employees may use a maximum value of twelve (12) days of the bonus system by exercising one of the following options subject to the conditions provided therein:

a. Receive pay for days earned:

- (1) Request must be made prior to December 1 in the year following which the days were earned.
- (2) A maximum of six (6) days shall be paid.
- (3) Payment shall be at the rate in effect when the money is drawn.
- (4) Bonus days paid will be deducted from the employee's sick bank.

b. Take all bonus days earned off:

- (1) Days shall be taken the year following when they are earned.
- (2) The bonus days taken shall be deducted from the employee's sick bank.

c. Receive any combination of pay (not to exceed six (6) days pay) and time off subject to compliance with the procedures described in Options a and b.

SICK LEAVE - Continued

- d. Pass up the bonus by having all days earned and not taken remain in the accumulated sick bank. Under this option, the bonus days off or any cash reimbursement is forfeited.

ARTICLE 21

NO-FAULT ATTENDANCE POLICY

An employee who has one or more unexcused absences from work in a single, continuous calendar year period shall be subject to disciplinary action, as follows:

- a. 1st day of unexcused absence - written warning
- b. 2nd day of unexcused absence - 1-day suspension
- c. 3rd day of unexcused absence - 3-day suspension
- d. 4th day of unexcused absence - 6-day suspension
- e. 5th day of unexcused absence - discharge

For purposes of this section, an "unexcused absence" shall mean the use of any leave day, unless approval has been granted by the supervisor as required by applicable provisions of this contract, or the use of any day by an employee for which he receives "no pay" because the employee had no authorized leave days to take. An "unexcused absence" shall not include an absence charged to sick leave, as long as the use of the sick leave complies with other requirements of Article 20 of this contract. This section shall not be construed as eliminating the rights of the City to discipline or take other corrective action against employees who have excessive absenteeism, and it is specifically recognized that the City may continue to exercise such rights in addition to the "no-fault" policy adopted herein.

ARTICLE 22

SICKNESS AND ACCIDENT INSURANCE

The City shall continue to provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the occurrence of the following events:

- a. First (1st) day of accident.
- b. First (1st) day of hospital confinement.
- c. Sixteenth (16th) workday of sickness.

Provided, however, that benefits for employees hired after March 7, 1984 shall not commence until the sixth (6th) day of accident and/or hospital confinement.

Employees may utilize their sick bank for the first fifteen (15) days in cases of sickness where there is no hospital confinement. On the sixteenth (16th) day of sickness, employees may choose to be covered by the insurance provided herein or may, at their option, continue to utilize their sick bank. While receiving insurance benefits, employees may choose to have a deduction of one quarter (1/4) of a sick day for each day of benefits to supplement the insurance payments.

When a holiday falls while an employee is on sickness and accident insurance, the City will pay one half (1/2) day to sick and accident benefits not chargeable to his sick bank or vacation.

The employee shall have the option to use his vacation days the same as an employee would use his sick days (one quarter (1/4)).

The Employer will not pay his sick leave bank or vacation days without his written consent.

Present practices with respect to the continuation of fringe benefits while utilizing sickness and accident insurance benefits will be retained.

The City may assign or transfer an employee receiving sickness and accident benefits to any classification in the bargaining unit that he is capable of performing for the duration of the employee's accident, illness or injury. The City may periodically require the employee to be examined by physicians selected by the City. No employee who has cumulatively used fifty-two (52) weeks of sickness and accident coverage in any three (3) year period shall be eligible again until twelve (12) months has elapsed from the last date of use. Employees on sickness and accident shall not be eligible for incremental pay increases or annual percentage increases.

ARTICLE 23

FUNERAL LEAVE

1. In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) working days:

Sisters	Son-in-law
Brothers	Daughter-in-law
Father-in-law	Grandparents on both sides
Mother-in-law	Grandchildren
Current spouse's brother or sister	
Brother's or sister's current spouse	

2. If the funeral services are to be held at a place located three hundred (300) miles or more from the City of Warren, two (2) additional working days shall be allowed or a total of five (5) working days without loss of pay.
3. In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days. The immediate family of an employee is defined as follows:

Husband	Mother
Wife	Stepmother
Children	Father
Stepchildren	Stepfather

4. If a death occurs under these provisions while an employee is on vacation, upon notice his status shall be changed from vacation to funeral leave.

PERSONAL LEAVE

All employees are entitled to four (4) business or personal leave days per calendar year not to be accumulated from year to year. The personal leave days will be charged to sick leave.

Personal leave days may only be taken with the permission of the City Attorney. Except in cases of emergency, employees shall request leave days three (3) days in advance.

ARTICLE 25

LEAVE OF ABSENCEEligibility Requirements for Paid and Unpaid Leaves

Employees shall be eligible for leaves of absence after their probationary period is completed. No leave of absence, either paid or unpaid, shall be granted for a period of more than six (6) consecutive months, except as otherwise provided in this article. Consecutive leaves shall not be granted. An employee shall not be eligible for another leave until twelve (12) months has elapsed since the last day of his preceding leave of absence. No employee on a leave of absence of any type shall accrue vacation, sick leave or other leave time. Requests for all leave time must be approved in advance, in writing, by the department head after the request has been submitted to the employee's immediate supervisor.

Application for Leave

Any request for a paid or unpaid leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for the leave of absence and the length of time of same.

Any request for a leave of absence shall be answered within ten (10) working days.

Paid Leaves

Jury Duty: Employees shall be granted a leave of absence with pay for the hours that an employee is required to be present in a court house for jury duty and for reasonable commuting time to and from the court. An employee on jury duty shall return to work each day, if he is released for the day more than one hour prior to the end of his assigned shift. Employees shall be paid the difference between jury duty compensation they receive and their regular wages for the hours in question. Employees shall complete whatever paper work is necessary to verify the time involved.

Witness Duty: Employees shall be granted a leave of absence with pay any time they are required by subpoena to report as a pertinent witness to appear in court in connection with their job or as a witness in a criminal or civil case when their presence serves the public interest. Payment shall be made for hours actually served as a witness plus reasonable commuting time in the same manner as jury duty. No payment shall be made to any employee whose usual job duties involve testifying in court. Employees shall be paid the difference between any witness fees compensation they receive and their regular wages for each day their service is required.

Military Leave: Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid the difference in salary that the employee would have earned with the City and that which he earns during the normal fifteen (15) day annual training period.

LEAVE OF ABSENCE - Continued

In addition to accruing seniority while on any paid leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the paid leave of absence was requested.

Unpaid Leaves

1. Leaves of absence for a period not to exceed six (6) months, except as otherwise provided herein, may be granted by the Employer for substantial reasons. The term "substantial reasons" shall be interpreted to include, but shall not be limited to, personal illness, injury, or other disability, family illness, active military service, union business, attendance required at a court trial, or education, if it is determined that such reason adversely affects the employee's job performance. Leaves of absence shall not be granted to permit an employee to engage in other employment or self-employment, or for any other reason not related to job performance.
2. Union Business: Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence for the duration of their appointment.
3. Public Office: Employees elected or appointed to any public office which takes them from their employment with the Employer shall, upon written request of the employee, be granted a leave of absence for the duration of their appointment.
4. Education: After completing one (1) year of service, any employee upon request may be granted a leave of absence for educational purposes in accordance with the provisions of Paragraph 1.
5. Military Leave: Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veterans Preference Act.
6. Employees shall upon written request be granted a six (6) month maternity leave.
7. Employees shall not accrue seniority while on an unpaid leave of absence over two (2) months. Employees shall not be entitled to any fringe benefits during the period of the leave. Employees shall not accumulate any service time for fringe benefit computation purposes while on an unpaid leave. Employees shall accrue seniority and retirement service credit while on unpaid leaves of two (2) months or less. Nothing in this paragraph shall contravene the Veterans Preference Act.

Notwithstanding any provision herein to the contrary, employees on leave for union office and public office shall continue to accumulate seniority for duration of the leave.

ARTICLE 26

PROMOTIONS, TRANSFERS AND DEMOTIONS

Promotions shall be made in accordance with the principles of ability and merit. Criteria to be considered for the position of Chief Assistant City Attorney shall include:

1. Demonstrated knowledge of municipal law and the court systems.
2. Experience in the practice of municipal law, as well as practice in the State and Federal court systems.
3. Trial experience in the circuit courts and United States district courts.
4. Appellate experience in the State and Federal court systems.
5. Ability to work effectively with the officers and employees of the City, as well as the public.

The above criteria shall be determined by an interview conducted by a three-person panel chosen by the Employer and by an assessment conducted by the Michigan Municipal League Assessment Center. The assessment shall be given a weight of 70% and the interview shall be given a weight of 30%. Assessments produced by the Michigan Municipal League shall be made available to the Union.

The Chief Assistant City Attorney shall be chosen from the Assistant City Attorneys in the Department of Law.

An employee promoted to the position of Chief Assistant City Attorney can only be demoted for just cause.

In situations where a temporary vacancy occurs in the position of Chief Assistant City Attorney due to sick leave, vacation, leave of absence, or an unforeseen emergency requiring additional help, and the position of City Attorney is vacant, the senior qualified employee in the next lower grade shall be promoted for the duration of the situation.

ARTICLE 27

NEW CLASSIFICATIONS

- A. When a new classification is established by the Civil Service Commission, the parties shall meet in accordance with the special conference procedure specified in Article 13 to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the State Employment Relations Commission for determination.
- B. If the new classification is determined to be in the bargaining unit, the Labor Relations Director shall assign the classification to a salary or wage grade and state the manner in which the classification will be filled, after which he shall notify the Union. In the absence of any appeal by the Union within ten (10) working days of such notice, the classification and the pay rate shall be submitted to the City Council for approval. In the event of an appeal, the parties may negotiate for a suitable rate and manner for filling the classification in accordance with the

NEW CLASSIFICATIONS - Continued

procedure for special conference. The new classification may be filled pending resolution of the above matters at the pay rate proposed by the City. Should a higher rate be negotiated, such higher rate shall be paid retroactive to the date the position was filled.

- C. The newly-created classification of Assistant City Attorney I shall be an entry level position for the existing classification of Assistant City Attorney. An employee serving in the classification of Assistant City Attorney I for a period of five (5) years shall be reclassified to the position of Assistant City Attorney. The rate of pay for Assistant City Attorney I George Constance shall be increased one increment level from the level he is receiving on July 25, 1989, and his increment date and his benefit date shall be established at May 15, 1987. The grievance filed on April 22, 1988 is resolved by this provision, and such grievance is withdrawn.

ARTICLE 28

WAGES

The parties agree that, effective June 9, 1988, the City may establish a new classification of Assistant City Attorney I at the following rate of pay:

Entry	\$26,000
1 Year	\$27,400
2 Years	\$28,800
3 Years	\$30,200
4 Years	\$31,600
5 Years	\$33,000

Effective as of July 1st of each fiscal year, all members of the bargaining unit shall receive the following percentage increases:

1988/1989	0.00% increase
1989/1990	3.00% increase
1990/1991	3.25% increase
1991/1992	3.50% increase

The July 1, 1990 and July 1, 1991 pay rates reflected below do not include cost of living "fold in" as provided for in Article 29, Section C, which shall be folded in.

The pay scale for Assistant City Attorney I shall be as follows:

	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Entry	\$26,176	\$27,324	\$28,212	\$29,199
1 Year	\$27,576	\$28,766	\$29,701	\$30,741
2 Years	\$28,976	\$30,208	\$31,190	\$32,282
3 Years	\$30,376	\$31,650	\$32,679	\$33,823
4 Years	\$31,776	\$33,092	\$34,167	\$35,363
5 Years	\$34,855	\$36,263	\$37,442	\$38,752

WAGES - Continued

The pay scale for Assistant City Attorney shall be as follows:

	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Entry	\$34,855	\$36,263	\$37,442	\$38,752
1 Year	\$38,800	\$40,327	\$41,638	\$43,095
2 Years	\$47,108	\$48,884	\$50,473	\$52,240
3 Years	\$50,521	\$52,399	\$54,102	\$55,996

The pay level for Chief Assistant City Attorney shall be equal to the pay of the highest level of Assistant City Attorney. Therefore, the pay scale shall be as follows:

<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
\$50,521	\$52,399	\$54,102	\$55,996

ARTICLE 29

COST OF LIVING ALLOWANCE

All employees covered by this agreement shall be entitled to receive a cost of living allowance as determined below:

- A. The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for All Urban Consumers, U.S. All Cities as published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 equal 100) and hereinafter referred to as the index.
- B. Quarterly, each employee shall receive a one cent (\$.01) adjustment for each .4 increase in the index for all hours paid for during the previous quarter up to a maximum of eleven cents (\$.11) per quarter. Payment shall be made by the second payday following the close of each quarter and shall be computed upon the index published immediately prior to the quarter upon which the cost of living payments are based. For example, quarterly payments that are made based upon the hours paid for during the October 1 to December 31 quarter shall be computed based upon the September 30 index. It is to be understood that the basic index for each successive quarter shall be as of the end of the previous quarter.
- C. The amount of increase which has occurred as of December 31, 1988 and each six (6) months thereafter up to a maximum of nine cents (\$.09) per hour shall be added to the pay rate for each classification covered by this agreement.
- D. Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost of living allowance in effect at the time shall be included in computing overtime, vacation, and holiday pay.

ARTICLE 30

LONGEVITY

Longevity shall continue to be paid on the following basis upon completion of the years of service indicated:

Two percent (2%) of base pay after five (5) years of service.

Four percent (4%) of base pay after ten (10) years of service.

Six percent (6%) of base pay after fifteen (15) years of service.

Eight percent (8%) of base pay after twenty (20) years of service.

Ten percent (10%) of base pay after twenty-five (25) years of service.

The maximum amount to be paid at any level is set at \$1,500.00.

Payment will be made with the first paycheck following completion of the service year.

Upon retirement or death, an employee will be entitled to receive a prorated longevity payment of one twelfth (1/12) of annual longevity payment for each completed month of service since last payment.

ARTICLE 31

UNEMPLOYMENT COMPENSATION

The City agrees to pay hospitalization coverage to those employees who had been laid off under Article 15 and are drawing unemployment compensation under the State of Michigan unemployment compensation plan for the first thirty (30) days of layoff if the employee has sufficient benefit weeks accrued to qualify for this length of coverage. Likewise, the City will pay life insurance coverage through the total benefit weeks that the employee has accumulated to a maximum of twenty-six (26) weeks. It is understood that although employees may be entitled to unemployment compensation under the State plan for separations other than layoffs, the above benefits apply only to employees who have been laid off.

ARTICLE 32

PENSION

Effective July 1, 1984, a member with twenty-five (25) years of credited service may retire at age 50 with no decrease in benefits because of age.

Final average compensation shall mean the average of the three (3) highest years of annual compensation received by a member, not necessarily consecutive. Each year utilized in the computation shall begin with January and end with December; provided, however, an employee who retires before December 31st of any year shall have the pension "fold-ins" to which he is eligible credited to the last month used to calculate his final average compensation. If a member has less than three (3) years of credited service, the member's final average compensation shall be the annual average compensation received by the member during the total years of service. Amounts contributed by a member to a deferred compensation plan shall not be considered a reduction in annual compensation.

PENSION - Continued

All new employees joining the service of the City after July 1, 1984 will not have unused sick leave or vacation factored into their final average compensation.

Effective January 1, 1979, employees with thirty (30) years of service may retire at full pension without regard to age.

Effective January 1, 1979, the 1.9% annuity factor shall be increased to 2.0%. Effective July 1, 1986, the annuity factor shall be increased to 2.25%.

Effective July 1, 1981, employees to be allowed two (2) years from date of hire to "buy back" military service credit subject to the rules adopted by the City of Warren Employees Retirement System.

Optional Annuity Withdrawal: Any member of the bargaining unit who retires on or after July 1, 1982 may elect, not less than thirty (30) days or greater than ninety (90) days prior to the effective date of retirement, to be paid the total accumulated contributions (excluding interest, military buy back, and CETA buy back contributions) in the reserve for employee's contributions. If a member makes such an election, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guarantee Corporation for immediate annuities.

The City agrees to give employees covered by this contract the benefit of any changes to Ordinance 19.

The pension ordinance shall be changed to reflect the agreement of the parties in this contract.

Effective July 25, 1989, any member who is vested in the pension system with at least ten (10) years of service, and who has reached the age of 45 years, will be permitted to retire with a reduced benefit. For each complete month the member retires prior to age 60, but after age 55, the member's pension shall be reduced one-half of one percent. For each complete month the member retires prior to age 55, but after age 50, the member's pension shall be reduced one-third of one percent. For each complete month the member retires prior to age 50, but after age 45, the member's pension shall be reduced one-quarter of one percent. Examples: a member retiring at age 55 shall receive a 30% reduction; a member retiring at age 50 shall receive a 50% reduction; a member retiring at age 45 shall receive a 65% reduction; a member retiring at age 45 plus 4 months shall receive a 64% reduction; a member retiring at age 50 plus 3 months shall receive a 49% reduction; a member retiring at age 55 plus 2 months shall receive a 29% reduction. The City shall not be required to provide health insurance to any employee retiring under this paragraph until the date the employee attains the age of fifty-five (55) years; provided, however, that any such employee retiring hereunder may participate in the same health insurance programs available to other retired City employees by having a payroll deduction made from the employee's pension benefit. The City may from time to time redetermine the monthly premium. The employee will pay in a timely fashion the difference in the event payroll deductions do not cover the premium. When the employee reaches age fifty-five (55), the City will be responsible for payment of such premiums, but if the employee has let his health coverage with the City lapse the employee will be subject to any "pre-existing conditions" exclusions, and other terms and conditions of the insurance policies in effect at the time the employee attains the age of fifty-five (55).

ARTICLE 33

PHONE ALLOWANCE

Employees whose jobs call for formal communication in order to perform the duties required in their classifications shall be reimbursed the amount of the telephone calls.

ARTICLE 34

MONTHLY MILEAGE ALLOWANCE

Mileage of 25.5 cents per mile shall be provided when personal vehicles are used on City business. This allowance is the amount allowed by Internal Revenue Service for mileage deduction purposes. Should Internal Revenue Service increase this amount, this provision shall be modified accordingly.

ARTICLE 35

BREAKS

Each employee covered by this agreement shall be entitled to a fifteen (15) minute work break for each one-half shift. An employee scheduled for one-half shift of overtime shall likewise be entitled to a fifteen (15) minute work break.

ARTICLE 36

ON-THE-JOB INJURY

The City of Warren will continue to pay the difference between workers' compensation and base pay to each employee qualifying under this section up to six (6) months. This may be referred to the City Council through the Union for additional time. It is not intended that employees receive more than a full year's pay as a result of this clause in conjunction with the vacation plan.

The Employer will not pay such an employee his sick day bank without his written consent.

An employee who has become incapacitated from his regular employment by injury or compensable occupational disease while employed by the City may be transferred or assigned to any classification that he is fully capable of performing for the duration of the employee's disease or injury. In such event, the least senior employee in that classification shall be displaced.

ARTICLE 37

UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 38

NEGOTIATIONS

With respect to negotiation meetings between the City and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur

NEGOTIATIONS - Continued

when the negotiation teams for both sides are substantially even in terms of number of members. Accordingly, the parties agree that in future negotiations neither the City's team nor the Union's team will exceed three (3) in number. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during usual working hours on the Employer's premises without loss of pay to the Union's negotiators.

ARTICLE 39

SECRETARIAL HELP

The City shall provide all attorneys with adequate secretarial help. Adequate help shall be determined by the City Attorney.

ARTICLE 40

SEMINARS

Each attorney shall be entitled to attend at least two (2) legal seminars per year with expenses paid for by the City. Seminar requests must be approved by the City Attorney, who shall have discretion concerning the subject matter of the seminar.

ARTICLE 41

INDEMNIFICATION

In the event that a claim is brought against an attorney because of a negligent act, error or omission on his part in providing legal services within the course of his employment or as otherwise directed by an officer of the City, the City shall supply such attorney with legal representation and shall indemnify such attorney for any personal liability incurred. Provided, however, that the City shall not indemnify nor defend any actions involving bad faith, malicious motives or acts outside of the scope of employment.

ARTICLE 42

SAVINGS CLAUSE

Should any part of this agreement or any supplement be rendered or declared illegal or invalid by legislation or by a court of competent jurisdiction, such invalidation shall not affect the remaining portions of this agreement, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or supplemental agreement.

ARTICLE 43

BAR DUES

The City shall continue the practice of paying Michigan Bar dues and membership in the various State Bar sections. The City shall continue to pay for an attorney's admission to practice before the various State and Federal courts.

ARTICLE 44

DEFERRED COMPENSATION PLAN

Members of the bargaining unit shall continue to be permitted to participate in the deferred compensation plan.

ARTICLE 45

REOPENING OF CONTRACT

It is hereby agreed by the Employer and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon the agreement of both parties.

ARTICLE 46

CONTRACT TERMINATION

This agreement shall become effective as of its date of execution and shall continue in full force and effect until 11:59 p.m., June 30, 1992.

ARTICLE 47

CONTINUED IN FORCE

In the event that negotiations for a new contract are still in progress or negotiations have not yet begun on the expiration date of this contract, its terms will continue in full force and effect, until a new agreement is ratified.

ARTICLE 48

PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political or union affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer, or any Employer representative, against any employee because of union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause.

ARTICLE 49

UAW V-CAP

During the life of this agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the agreement.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee, for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

The parties hereby agree that the amount of \$1.00 represents a reasonable estimate of the Employer's costs of administering the voluntary political contributions checkoff program provided for in the agreement over the life of the agreement. The parties hereby additionally agree that the Union's obligation to bear the administrative costs of the aforementioned voluntary political checkoff program has been met by the incorporation of the estimated figure stated above into the total economic settlement package negotiated in this agreement.

ARTICLE 50

POLITICAL ACTIVITY

Employees are free to exercise their rights to engage in political activity as permitted under the U.S. Constitution, the Michigan Constitution and applicable Federal and State law. However, political activity, as defined herein, may not be engaged in during working hours or while in the official capacity of an employee of the Law Department. Political activity shall include:

- A. Campaigning for any candidate running for political office in a Federal, State or Local election or for any ballot proposal.
- B. Displaying or distributing and advertising materials, buttons, badges or insignias that indicate support of or opposition to any candidate for public office. Provided, that employees shall not be prohibited from displaying bumper stickers on their cars.

POLITICAL ACTIVITY - Continued

- C. Selling or offering to sell fund-raising tickets to functions whose purpose is to raise funds for any candidate for public office or for any person that holds public office.

The above-described activity is prohibited while an employee is in the course of city employment and shall not be construed to prohibit an employee from conducting such activity while not in the course of city employment.

ARTICLE 51

OUTSIDE EMPLOYMENT

Outside employment shall not be specifically prohibited, except in cases where the outside employment may be in conflict with the employee's city employment. Employment shall mean the provision of legal services for compensation. Work deemed to be in conflict shall include:

- a. Defense of criminal matters.
- b. Representation of any party in any action in the 37th Judicial District Court.
- c. Representation of any party in litigation against the City of Warren.

ARTICLE 52

WORK RULES

The City Attorney may establish reasonable work rules and changes therein after consultation with the Union.

ARTICLE 53

MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this agreement shall, except as provided and improved herein, be maintained during the term of this agreement.

This agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any ordinance or resolution of the City, appropriate city amendatory or other action permissible by law shall be taken to render such ordinance or resolution compatible with this agreement.

ARTICLE 54

COMPLETE AGREEMENT

Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion.

RESIDENCY

Effective July 25, 1989, not earlier than two (2) years prior to eligibility for retirement, members of the bargaining unit shall not be required to maintain their residence within the corporate limits of the City of Warren.


IN WITNESS THERETO, the undersigned parties have set their hands this 31st day of January, 1990.

CITY OF WARREN

UNIT 35 OF LOCAL 412, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW


Ronald L. Bonkowski
Mayor

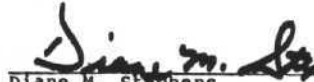

David L. Dalenberg
Unit Chairperson


Carmella Sabaugh
City Clerk


Nancy Cooper Green


A. Phillip Easter
Director of Labor Relations


Ronald J. Papandrea
Secretary


Diane H. Stephens
Labor Relations Assistant


Kenneth Suda
UAW Staff Representative


Michael Smith
Personnel Director


Robert Lent
Director of UAW Region 1

LETTER OF UNDERSTANDING

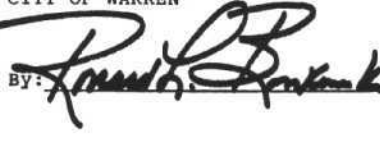
It is understood and agreed that the performance of members of the bargaining unit will be evaluated by the appointing authority on a semiannual basis. The evaluation will be based upon the job descriptions outlining the duties of the Senior Assistant City Attorney and the Chief Assistant City Attorney. Notwithstanding the work duties specified in the said job descriptions, the duties of members of the bargaining unit shall include:

- A. Attorneys shall, as directed by the City Attorney or Chief Assistant, process grievance matters, represent the City in arbitrations, administrative law matters and other related activities, it being expressly understood that such matters are the primary responsibility of the Department of Labor Relations.
- B. All legal services involving City self-insurance programs, as directed by the City Attorney or Chief Assistant.
- C. Preparation and presentation of training programs for City police officers and other city officials and employees, as directed by the City Attorney or Chief Assistant.

It is further agreed and understood that members of the bargaining unit shall not be required to participate in the City Legal Aid Program, which is a program designed to provide free legal assistance to residents of the City of Warren. This program is expressly agreed to be non-bargaining unit work and may be staffed as the City deems appropriate.

CITY OF WARREN

LOCAL 412, UAW

By:  By: 