

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WARREN

AND

LOCAL UNION 1250  
A.F.S.C.M.E.

July 1, 2004 – June 30, 2009

AND

July 1, 2009- June 30, 2012



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## ARTICLE 1

THIS AGREEMENT entered into on this 14<sup>th</sup> day of September, 2010 between the CITY OF WARREN (hereinafter referred to as the "Employer") and LOCAL 1250 and its affiliates, COUNCIL #25, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (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 OF UNION

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 Local 1250, Council #25, American Federation of State, County, and Municipal Employees, AFL-CIO, 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 of all permanent full-time employees of the City of Warren, excluding police officers and fire fighters. The term "employee" as used in this Agreement shall be interpreted as referring to a Local 1250 bargaining unit employee. The following supervisory, executive, confidential and part-time employees are excluded from the terms of this Agreement:

1. Elective officials and their deputies.
2. Appointed officials and their deputies.
3. Department and division heads, assistant department heads, and administrative assistants.
4. Executive Administrator, Administrative Assistant, Industrial-Commercial Coordinator, Private Secretary, Community Relations Coordinator, Administrative Intern,

Stenographic Secretary, Receptionist, and part-time Staff Aide in the Office of the Mayor.

5. The Parks and Forestry Supervisor, Activities Supervisor, Program Supervisor, Sports Supervisor, Senior Citizen Specialist Supervisor, Swimming Program Supervisor, Assistant Swimming Program Supervisor, and the Recreation Supervisor in the Parks and Recreation Department.
6. Accounting Supervisor, Accountants II, and Accountants III.
7. Personal Property Examiner, Senior Property Appraiser, and Office Manager-Assessing.
8. Data Processing Manager, Assistant Data Processing Manager, and Systems Analyst Supervisor.
9. Payroll Supervisor.
10. Crime M.I.S. Specialist.
11. License and Voting Machine Supervisor.
12. Computer Programmer II.
13. Purchasing Agent.
14. Budget Director and Budget Cost Analyst.
15. Foremen.
16. Civil Engineer and Senior Engineering Field Supervisor.
17. Chief Inspectors.
18. Personal Tax Administrator.
19. City Planners I, II, and III.
20. W.W.T.P. Chemist, Waste Water Treatment Laboratory Director, Computer Instrumentation Specialist, W.W.T.P. Facilities Engineer, Industrial Services Supervisor, and Waste Water Specialist.
21. Chief Assistant City Attorney and Assistant City Attorneys.
22. Clerical and stenographic employees in the City Attorney's Office and Labor Relations Department (see Article 29, Section I).
23. Branch Librarians - Supervisory.
24. Part-time Library employees and School Crossing Guards.

- 25. Office Manager - Water Division.
- 26. Helicopter Mechanic.
- 27. Employees of the Housing Commission.
- 28. Beautification Commission Coordinator.
- 29. Administrative Supervisor.
- 30. Building Plan Examiner, Zoning Administrator.
- 31. D.P.W. Associate Manager.
- 32. Finance and Monitor Officer - C.D.B.G. Program, CDBG Rehabilitation Inspector, **Community Development Coordinator.**
- 33. Labor Relations Assistant, Labor Relations Specialist and Labor Relations Coordinator.
- 34. Personnel Analyst.
- 35. Water Division Supervisors, Water Division General Supervisor/Dispatcher, Water Systems Manager, deputy Superintendent – Water Division and Administrative Technician.
- 36. Communications Specialist, Communications Specialist I, Media Specialist, Media Specialist Trainee.
- 37. Council Office Administrator.

It is understood and agreed that the City will treat part-time and temporary employees who perform work of Local 1250 employees in the Parks and Recreation Department the same as those part-time and temporary employees who are employed by the City in other departments and divisions within the City.

The City will provide the Union with status change forms on all part-time and temporary employees who perform work covered under the collective bargaining agreement with Local 1250.

When employees are hired into city employment under any Federal, State, County or City employment program (E.E.A. - C.E.T.A.) into jobs similar to those within the Local 1250 bargaining unit, the parties shall meet in accordance with the special conference procedure specified in Article 13 to determine whether or not the job shall be included or excluded from the bargaining unit. If the determination is made that some or all of such jobs fall within the bargaining unit, the parties shall continue to meet to mutually determine the wages, hours and other conditions of employment of such employees.

#### 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

Consistent with the express terms of this Agreement:

A. 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 retained 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 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 efficiently and economically, 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 fill or not fill vacant budgeted positions as the good of the service may require.
5. To establish reasonable work schedules including the scheduling of overtime.
6. To discipline and discharge employees for just cause.



7. To adopt, revise and enforce reasonable 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.
8. To manage the City business and to decide the services to be provided and the manner of providing them.
9. 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.
10. To layoff for lack of work or funds, or where such continuation of work would be wasteful and unproductive, but in such case, the City shall not be arbitrary and capricious.

C. The Union recognizes that the City has the right to contract or subcontract its services.

The City agrees to notify and meet with the Union prior to bidding, contracting or subcontracting all work presently being performed by AFSCME Local 1250 as of the date of execution of this agreement.

The City recognizes that it has a moral obligation to make a reasonable effort to secure reemployment for those persons who will be displaced in the event the City determines to contract or subcontract its services.

In recognition of this, the City agrees to make a diligent effort in securing reemployment for said employees in an equal job in another department in the City at the same rate of pay or attempt to secure for said employees outside employment at the same rate of pay.

In no event shall the City's right to contract or subcontract its services be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

As was expressed to your bargaining committee in the negotiations just completed, it is not the Employer's intention to subcontract any work presently being performed by bargaining unit employees for the duration of this contract.

## ARTICLE 6

### JOINT RESPONSIBILITIES - NO STRIKE OR LOCKOUT

The Union agrees to make an 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, or a slowdown or stoppage of work by the employees or the Union. 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.

## ARTICLE 7

### 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 after the thirtieth (30th) calendar day following his appointment as a full-time employee, 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 ten (10) working 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 8

### DEDUCTION OF UNION DUES

The Employer hereby agrees to deduct initiation fees, dues, and/or assessments 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 by signing the Authorization for Payroll Deduction form. The City will submit to each employee a union membership card and an Authorization for Payroll Deduction form upon employment into the bargaining unit. The initiation fee and monthly dues, as stipulated by the Union, will be automatically put into effect upon the following terms and conditions:

1. Each employee who desires to have such dues, initiation fees and/or assessments 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 the first payday following receipt of such authorization and shall 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 the

employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so within two (2) weeks following deduction as specified in Section 2.

4. The Employer shall notify the Union promptly of the termination of any employee.
5. The following form shall be utilized as authorization for such deductions:

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
Please Print Last Name First Name Middle Name

To \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_ I hereby request and authorize you  
Date

to deduct from my earnings each \_\_\_\_\_ an amount  
Payroll Period

sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. \_\_, Council No. \_\_. The amount shall be certified by Local Union No. \_\_, Council No. \_\_ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. \_\_, Council No. AFSCME. This authorization shall remain in effect unless terminated by me during the two week period \_\_\_\_\_ to \_\_\_\_\_ of any year.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Employee's Signature

Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

Each employee hired on or after the execution of this Agreement shall be bound by the same dues deduction requirements.

## ARTICLE 9

### REPRESENTATION

- A. It is mutually recognized that the principal of proportionate representation is a sound and sensible basis for determining the number of stewards.
- B. Both parties agree that the proportion of representation is adequate at this time, but if the need should arise to add, delete or modify the proportion of representation, the parties will meet and mutually agree to alter the allocation of representation.
- C. In each representative district, employees in the district shall be represented by one steward who shall be a regular employee working in that district and on that shift. An alternate steward will be provided for each district who will function only in the absence of a steward from work. In instances where both the steward and alternate steward are not at work, the chief steward shall act as the steward.
- D. The following are the districts of representation:
- |             |   |
|-------------|---|
| District 1  | Waste Water Treatment Plant - Day Shift             |
| District 2  | Waste Water Treatment Plant - Afternoon Shift       |
| District 3  | Waste Water Treatment Plant - Midnight Shift        |
| District 4  | Waste Water Treatment Plant - Maintenance           |
| District 5  | Janitors - Afternoon and Midnight Shifts            |
| District 6  | Police and Fire Departments                         |
| District 7  | City Hall, Library Department and Judicial Building |
| District 8  | D.P.W. Road Crews                                   |
| District 9  | D.P.W. Garage                                       |
| District 10 | Water Division Garage                               |
| District 11 | Water Meter Readers                                 |
| District 12 | Engineering Division                                |
| District 13 | Sanitation Division                                 |
| District 14 | Parks and Recreation Department                     |
| District 15 | Water Division - Afternoon Shift                    |

E. Stewards during their working hours, without loss of time or pay, shall be released from their regular jobs to investigate reported grievances and to present said grievances to the Employer as herein defined. Other union representatives involved in the processing of grievances during their working hours shall be released from their jobs and will not lose time or pay. This privilege shall not be abused.

F. The Union Secretary and Treasurer will be allowed to perform union business during work hours without loss of time or pay, with their supervisor's permission. However, the City expects the Secretary and Treasurer not to abuse the privilege and when it is necessary to transact union business, it will be kept as brief as possible.

G. During periods of layoff, union officers will be retained on jobs that are operating anywhere within the bargaining unit which they are capable of performing. Union officers are the Local President, Vice-President and Chief Steward.

H. For representational purposes, stewards will be retained on jobs in their districts during periods of layoff regardless of seniority in their own classification, or if jobs are not operating in their own classification, in another classification in that district which is operating which they are capable of performing.

President, Vice-President, Chief Steward and Stewards shall not be required to change shifts pursuant to Article 17, Section B, during their term of office.

I. When working under Sections G and H, union stewards and officers and Negotiation Committee will receive their normal pay rate whether the classification in which they are working is higher or lower paid than their own classification.

J. The City agrees to continue to provide time off without loss of pay for authorized union representatives who must be absent from work due to being elected or appointed to attend AFL-CIO and/or International conventions or conferences, provided that this privilege is not abused.

K. Officers, Stewards, 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.

L. The Union President or his designated representative will be provided time off without loss of pay to attend the funeral of any member.

## ARTICLE 10

### GRIEVANCE PROCEDURE - PRESENTING A GRIEVANCE

Should any grievance or dispute arise between the parties including the application, meaning or interpretation of this Agreement, the employee and/or the Union may present a grievance to the City. An earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

### Step 1 (a)

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 his supervisor, or may secure his district steward to represent him in the matter. The employee may call his steward or ask his supervisor to assist him in securing his steward.

The steward will notify his supervisor that he has to process a potential grievance and will inform him where the complaint exists. The supervisor shall release the steward from his regular job in accordance with Article 9, Section E.

The supervisor shall make arrangements for the employee to be off his job to discuss his complaint with his steward before any discussion with the supervisor. The discussion between the employee and/or his steward and the supervisor shall be carried on in an orderly manner and every effort will be made to reach a satisfactory settlement at this point.

### Step 1 (b)

If the matter is not satisfactorily settled by discussion with the supervisor at Step 1 (a), a grievance may be submitted in written form to the supervisor by the district steward. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify and be signed by the grievant or grievants involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the Union claims the City has violated. The supervisor shall answer the grievance completely and fully. His written answer shall be presented to the steward within three (3) working days of its presentation.

### Step 2

If the supervisor's answer is not acceptable to the Union, it may appeal the decision to the division head, if any, in writing within three (3) working days after the decision rendered in Step 1. A meeting between the division head, or his designated representative, and other representatives of the City and the grievant, steward, and chief steward for the Union, plus pertinent witnesses, shall take place within three (3) working days from the date such meeting is requested by the Union. The union representatives may meet at a place designated by management on the City's property immediately preceding a meeting with the representatives of the City. If the grievance is not resolved at this meeting and a disposition given in writing, the division head shall give his written answer within three (3) working days from the date of the second (2nd) step meeting.

### Step 3

If the answer given by the division head at Step 2, where applicable, is not acceptable to the Union, it may appeal the grievance in writing to the department head within three (3) working days after the decision rendered at Step 2. In departments having no division heads, the Union must appeal the supervisor's answer to the department head in writing within three (3) working days after the receipt of the supervisor's answer. A meeting between the department head, or his designated representative, and other representatives of the City and the grievant, the steward, the chief steward, and the vice-president for the Union, plus pertinent witnesses, shall take place within three (3) working days from the date such meeting is requested by the

Union. The union representatives may meet at a place designated by the City on the City's property immediately preceding a meeting with the representatives of the City. If the grievance is not resolved at this meeting and a disposition given in writing, the department head shall give his written answer within five (5) working days from the date of the third (3rd) step meeting.

#### Step 4

In the event the department head's answer is not satisfactory to the Union, it may appeal the grievance in writing to the Labor Relations Director within five (5) working days of the receipt of the decision rendered in Step 3. A meeting between the Labor Relations Director, or his designated representative, and other representatives of the City and the grievant, the steward, the chief steward, the vice-president, and the president, plus pertinent witnesses, for the Union shall take place within seven (7) calendar days after receipt of the appeal and request for such a meeting. The Union may include a representative of the Union Council and/or the International Union. If the grievance is not resolved and a disposition given in writing at this meeting, the Labor Relations Director shall give his written answer within ten (10) working days from the date of the fourth (4th) step meeting.

The Union may file through its president, or a designated representative, policy grievances (interpretation and application of agreement) at the fourth (4<sup>th</sup>) step of the grievance procedure.

#### Step 5 - Arbitration

Any unresolved grievance which has been fully processed through the fourth (4th) step of the grievance procedure may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by either party by filing of a Demand for Arbitration with the American Arbitration Association within one hundred twenty (120) days from the date of the fourth step answer. The selection of an impartial arbitrator and determination of the dispute outlined in the grievance shall be in accordance with all applicable rules of the American Arbitration Association.
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. No settlement at any stage of the grievance procedure, except an arbitration



decision, shall be precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

5. 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.

6. 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.

7. 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.

8. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved, his local representatives and witnesses 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.

9. 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. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

## ARTICLE 11

### GRIEVANCE PROCEDURE - LIMITATIONS

- A. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- B. 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.
- C. 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.
- D. The Union may withdraw any grievance without prejudice at any step up to and including the fifth (5<sup>th</sup>) step prior to the arbitration hearing. However, the grievance once withdrawn may not be reinstated.
- E. 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 by written appeal within the proper time limit after the answer is due.

- F. Any grievance not appealed by the Union in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer.
- G. Either party shall have the right at any time to refer a grievance to a higher step of the grievance procedure for disposition instead of hearing it at a lower step.
- H. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- I. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received from temporary employment obtained subsequent to his removal from the city payroll.
- J. In accordance with Section 11 of Act 336 of the Michigan Public Acts of 1947, as amended, individual employees within the bargaining unit, whether or not they are members of the Union, shall retain the right to present grievances individually to the Employer.

## ARTICLE 12

### DISCHARGE OR SUSPENSION

A. The Employer agrees immediately, unless otherwise impossible, upon the discharge or suspension of any employee to notify in writing the employee and the union representative in the district of the discharge or suspension. If the steward cannot be reached, the following order shall be followed (1) alternate steward, (2) chief steward, (3) vice-president, and (4) president.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his union representative and the Employer will make available an area where he may do so before he 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 his union representative.

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. However, this does not take away any rights as specified in Article 44.

C. Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the union representative to the department head within three (3) regularly scheduled working days of the discharge or suspension. The department head will review the discharge or suspension and give his answer within three (3) regularly scheduled working days after receiving the complaint. If a meeting with the department head is requested in the complaint, it shall take place within three (3) regularly scheduled working days after such

complaint is received. This meeting will be attended by the president, vice-president, chief steward, district steward, and the employee. If the grievance is not resolved and a disposition given in writing at this meeting, the department head shall give his 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 4. Except where authority is granted under this contract, the Civil Service Commission shall not have jurisdiction to hear any appeal or case where the issue involves any term or condition of employment specifically covered by this Agreement.

D. In imposing any discipline on a current charge, management will not take into account any prior infractions in the course of his employment with the City of Warren which occurred more than eighteen (18) months previously.

E. The Employer agrees to supply the employee and the union steward with a copy of any reprimand placed into his record and also guarantees the employee the right to review his personnel and civil service record upon request.

## ARTICLE 13

### SPECIAL CONFERENCES

A. Special conferences will be arranged between the Local Union President, or his designated representative, and the Labor Relations Director, or his designated representative, upon the request of either party. Such meeting shall be between representatives of the City and the Negotiation Committee of the Union and the Union President. Upon mutual agreement, witnesses for the Union may attend this meeting.

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. 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 3:00 p.m. The members of the Union shall not lose time nor pay for the time spent in such special conferences. This meeting may be attended by representatives of Michigan Council #25 and/or legal counsel.

B. The union representatives may meet at a place designated by the City on the City's property for at least one (1) 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, or proper subject matter for the grievance procedure.

D. The City shall designate place of meeting for special conferences.

E. The Negotiation Committee shall have the right to investigate during regular working hours any matters which are to be brought to a special conference, without loss of time or pay. This privilege shall not be abused.

## ARTICLE 14

### SENIORITY

- A. A new employee hired into the bargaining unit shall be considered a probationary employee for the first one hundred eighty (180) calendar days of his employment. Seniority shall be determined for such employee effective with the employee's first day of hire upon successful completion of the employee's probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining and 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 activity.
- C. Temporary employees may be hired into bargaining unit positions from time to time on a seasonal basis or when otherwise required. No employee shall work in a bargaining unit position on a full-time temporary or part-time temporary basis for longer than ninety (90) consecutive days, except that the Employer and the Union may mutually agree to extend such employment for an additional ninety (90) day period. Temporary employees shall not be considered to have seniority, shall receive no fringe benefits, and shall not share in equalization of overtime. This provision shall not be interpreted to prevent the assignment of a temporary employee to overtime on his own job; provided, however, that no full-time employee in that classification shall be denied the opportunity to work such overtime first.

The parties agree that during the thirty-five (35) week compost season, the City may hire ten (10) temporary employees and there shall be no extension requests required for these employees under the collective bargaining agreement. The City shall provide the Union with a list of these ten (10) individuals no more than thirty (30) days after the commencement of the compost season. The use of any other temporary employees will conform to current practice.

- D. If an employee is transferred or promoted 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 he held outside the bargaining unit.

Employees transferred or promoted under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Upon return from such a transfer or promotion, 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 will be placed into work generally similar to that which he did last prior to his transfer or promotion out of the bargaining unit.

- E. 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 through the grievance procedure or the courts.
  3. If he is absent for six (6) consecutive working days or fails to return to work within six (6) consecutive working days of the expiration of any type of leave of absence without properly notifying the Employer, unless he has a reasonable explanation for failing to notify. Exceptions may be made in proper cases. If the explanation is not accepted by the City, the Union may appeal the decision to the fourth (4<sup>th</sup>) step of the grievance procedure.
  4. If he fails to return to work within ten (10) 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 of two (2) years, whichever is greater, as set forth in the recall procedure.
  6. If he retires.
- F. The Employer shall furnish the Union an up-to-date seniority list at least every four (4) months. Such list shall include the names of all bargaining unit employees, their job classifications and seniority dates.
- G. Changes in an employee's seniority date shall be by mutual agreement of the parties.
- H. All former C.E.T.A. employees who were employed continuously shall have their seniority date changed to correspond with their benefit date.
- I. Ties in seniority of employees hired into the Sanitation Division on September 1, 1969 shall be broken by the order of their hire by the private contractor previously responsible for refuse pickup.
- J. The term benefit date as used in this Agreement is arrived at by subtracting gaps in service time from the employee's date of hire. Service time includes actual time worked plus periods of paid time off, such as sick leave and vacation.
- K. The 89 day limitation will not apply to use of temporary employees who are filling in for employees on FMLA Leave or are on a medical leave of absence. The City will provide notice to the Union of temporary employees who are filling in for bargaining unit members where the members FMLA or medical leave is anticipated to be in excess of thirty (30) days.
- L. Up to four seasonal employees will be allowed in the Service Division from May 1<sup>st</sup> through November 1<sup>st</sup>, if all budgeted positions in the Service Division are filled which existed in the 2005/2006 Service Division Budget.

## ARTICLE 15

### LAYOFF

- A. In accordance with Article 5, the Employer may reduce its working force in a given classification in any division or department.
- B. The Union shall be notified in advance of any anticipated layoff to allow them to work closely with management and a special conference may be called.
- C. Whenever possible, employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. In cases of emergency, no less than seven (7) calendar days notice shall be given. The Employer shall furnish a copy of such notice to the Union immediately.
- D. When a reduction in work force occurs in a given classification in a given division or department or when an employee returns from a leave of absence resulting in a layoff, the order of layoff for such classification in such division or department shall be as follows:
1. Temporary employees, as defined in Article 14, shall be laid off first.
  2. Probationary employees, as defined in Article 14, shall be laid off in order of their date of hire. Such employees may displace other probationary employees in the same classification with a later date of hire. Once laid off they shall have no reemployment rights, except that they may be placed in the order of their date of hire on a preferred eligible list.
  3. Seniority employees serving trial periods in the classification being reduced shall be laid off in order of their date of entry into the classification and shall be reduced to their permanent classification, seniority permitting.
  4. Seniority employees who have completed the trial period for the classification being reduced shall be laid off in order of their city seniority and may elect to displace lower seniority employees in the same classification in another division of their department, or, if none, in another department; provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.
  5. Seniority employees who have completed the trial period for the classification which is being reduced and which is part of a promotional series as hereinafter provided may, if laid off, elect to displace lower seniority employees in a lower class of that series in their own division, or, if none, in their own department, or, if none, in another department; provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position. Should the application of the above procedure result in a lower seniority employee being placed into a higher paying position than a higher seniority employee, the higher seniority employee may choose to be placed in such higher paying position provided he is able to perform the

work of that position.

6. In the event that any D.P.W. Service Specialist, W.W.T.P. Building and Grounds Specialist or Technician, or Sanitation Operator Specialist or Technician is involuntarily removed from their division as a result of a reduction in work force, and has bumping rights into one of the other aforementioned classifications, said movement shall be made without a trial period being required.

E. An employee who cannot be placed in another position in his classification or in his classification series in accordance with the above procedure may elect to displace a lower seniority employee in an equal or lower paying classification in his own division, or, if none, in his own department, or, if none, in another department; provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position. It shall be presumed that an employee who passed his probationary period in another classification is able to perform the work of that classification. An employee may displace a lower seniority employee in a higher paying classification only if he completed his trial period in such higher paying classification or has previously performed in the higher classification and is able to perform work of the higher classification without a trial period. Should the application of the above procedure result in a lower seniority employee being placed into a higher paying position than a higher seniority employee, the higher seniority employee may choose to be placed into such higher paying position provided he is able to perform the work of that position.

F. Employees who are laid off from their permanent classification, in accordance with the above procedure, shall have their names listed on a reemployment list for that classification in the order of their seniority.

G. Employees shall not be entitled to any fringe benefits during the period of layoff, except as otherwise provided in Article 16. Employees shall not accumulate any service time while on layoff for purposes of calculating fringe benefit entitlement upon their return to work.

H. Should a layoff occur after August 23, 1994, employees shall accrue retirement service credit for the initial six (6) months of the layoff, as set forth in Article 37.

#### RECALL

A. Recall rights for an employee shall expire if he/she is laid off for a continuous period equal to his/her length of seniority or two (2) years, which ever is greater if the employee has completed his/her probationary period. If the employee has not completed his/her probationary period, the employee will have recall rights for a period for up to one (1) year.

B. When an increase in work force occurs and there are employees on layoff, the following rules shall apply:

1. A notice of all job openings will be sent to laid-off employees and the Union President.
2. Insofar as possible, employees will be returned to the division or

department where they were working prior to layoff.

3. Employees whose names appear on the reemployment list for the classification being increased shall be reappointed to that classification according to seniority.
4. Laid-off employees who are not recalled after the completion of the above procedure may elect to accept employment in a vacant position in a lower classification of the series to which their classification belongs.
5. Laid-off employees who are not recalled after the completion of the above procedure will be granted an opportunity, in accordance with seniority, to be appointed in preference to any civil service residents list to vacancies in classifications within the Local 1250 bargaining unit if they possess the basic qualifications for the classification and are able to pass the required examination, if such is required of Local 1250 employees under Article 29. Employees appointed under this section shall be granted up to an eight (8) week trial period to determine their ability to perform the job.
6. Notice of recall shall be sent by certified mail (receipt requested) 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.
7. No laid-off employee shall be required to take a temporary position if he has obtained interim employment elsewhere. Should the temporary position become permanent, the employee shall be notified again and be given first preference to that position.
8. Should a person fail to answer within eleven (11) working days after notice is sent or fails to give a satisfactory explanation for not answering, he will be considered as having voluntarily resigned.
9. Should an employee have accepted interim employment elsewhere during his layoff and should said employee respond as required in Section 8 above, he shall be allowed to give his interim employer a two (2) week notice of his resignation before returning to the city employment. Notice shall be given to the interim employer on his next regular business day.
10. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed to report for work within the required time limit, he shall not thereafter be displaced by such older seniority employee.
11. Independent of any recall rights as defined by this section, laid-off employees shall have promotive rights under Article 29.



12. Any dispute between union and management shall be subject to immediate negotiation under the provisions of special conferences and are proper subject for the grievance procedure starting at Step 4.

## ARTICLE 16

### UNEMPLOYMENT COMPENSATION

The City agrees to pay hospitalization coverage to those employees who have been laid off under Article 15 and are drawing unemployment compensation under the State of Michigan unemployment compensation plan for the first ninety (90) 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. The City will permit seniority laid-off employees to remain in group hospitalization plans at the employee's expense for as long as the hospitalization plans will allow up to the limit of their seniority.

## ARTICLE 17

### SHIFT PREFERENCE

In instances where employees within the same classification and the same division or department are employed on different shifts, the greater seniority employees shall be placed on the shift of their preference in accordance with the following procedure. It is understood that for purposes of this Article the word "shift" means either the day shift, afternoon shift, or midnight shift and does not refer to different starting times within each shift.

- A. An employee may register his shift preference choice with his division or department head, whichever is applicable, twice a year from August 15th to September 1st and from February 15th to March 1st.
- B. Employees with the greatest seniority will be placed on the shift of their preference as soon as arrangements can be made. However, arrangements will be made by October 1st and April 1st.
- C. If a vacancy occurs during the year, the department or division will poll the employees for the purpose of filling the vacancy with the senior eligible employee.

## ARTICLE 18

### SHIFT DIFFERENTIAL PAY

- A. Premium pay for afternoon and midnight work is to be paid as follows:

1. Premium pay of five percent (5%) of base pay per hour for the afternoon shift.
2. Premium pay of seven percent (7%) of base pay per hour for the midnight shift.
3. W.W.T.P. Relief Operator Technicians and Laboratory Technicians on the swing shift shall receive premium pay of seven percent (7%) of base pay per hour.
4. Employees whose regular shift begins at 11:30 a.m. or later shall receive one half (1/2) the afternoon shift premium for all hours worked.

B. For the purpose of this section, "shifts" are defined as follows:

1. Afternoon Shift: Afternoon shift is hereby defined as any full-time shift commencing at the hour of 2:00 p.m. or between the hours of 2:00 p.m. and 6:00 p.m., which terminates not later than two (2) hours after midnight.
2. Midnight Shift: Midnight shift is hereby defined as any full-time shift commencing at the hour of 10:00 p.m. or between the hours of 10:00 p.m. and 4:00 a.m., which terminates not more than twelve (12) hours after the hour of 12:00 midnight.

#### ARTICLE 19

#### WORKING HOURS AND OVERTIME

- A. The normal workday and workweek for salaried employees shall be seven and one half (7-1/2) hours per day, five (5) days per week, for a total of thirty-seven and one half (37-1/2) hours per week. The normal workday and workweek for hourly employees shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week.
- B. It is not the City's intent that library employees will be alone in the libraries beyond 2:00 p.m. All library employees will have a regularly scheduled lunch period. When employees are left to work alone during their break periods or lunch periods, they will be permitted to close the library to provide themselves with these reliefs.

Without prejudice to the City's right to determine reasonable schedules of work expressed in Article 5, the City will provide two consecutive "off days" for employees of the Library Department.

Libraries will be closed the Saturday before Easter and the Saturday after Thanksgiving.

- C. It is the intent of the City to maintain the Animal Control Officers in the Police Department on a Monday through Friday workweek.

- D. The City shall cause to be posted in each division and department the normal starting time for the employees in that division or department. No change shall be made in the posted starting time unless forty-eight (48) hours written notice is given.
- E. In accordance with Article 5, the Employer may schedule a reasonable amount of overtime work, but when such overtime is scheduled payment shall be in accordance with the following rules:
- 1.a. For the first eight (8) hours worked in excess of an employee's normal workday within a continuous twenty-four (24) hour period beginning with the starting time of the employee's shift, such employee shall be compensated at one and one half (1-1/2) times his normal straight time rate.
  - b. For the time worked in excess of sixteen (16) continuous hours and for hours worked in excess of sixteen (16) hours in a continuous twenty-four (24) hour period beginning with the starting time of the employee's shift, such employee shall be compensated at two (2) times the normal straight time rate.
  - c. Any employee who works sixteen (16) or more hours within a continuous twenty-four (24) hour period commencing with the starting time of the employee's shift will, whenever possible, be released for an eight (8) hour period before he is required to report to work for his next normal workday. If, however, the City is unable to release such employee, he shall continue to receive two (2) times the normal straight time rate for all hours worked in excess of sixteen (16) hours until he is released from work for eight (8) hours. If all or any part of such eight (8) hour period coincides with the employee's next normal workday, he shall suffer no loss of his straight time pay he would ordinarily earn during such period. If in the judgment of the City the employee cannot be gainfully employed during the portion of his normal workday remaining after the expiration of such eight (8) hour period, such employee may be excused from work for the remainder of his normal shift without loss of his straight time pay.
2. All work performed on a Saturday shall be compensated at one and one half (1-1/2) times the normal rate and all work performed on a Sunday shall be compensated at two (2) times the normal rate, except as hereinafter provided.
  3. It is not the City's intent to operate the libraries on Sundays. However, if the City should decide to schedule Sunday library hours, the City acknowledges that those employees who work would receive double time in accordance with Section 2 above.
  4. If employees whose work is normally affected by the weather are sent home due to inclement weather, they shall be guaranteed a minimum of four (4) hours pay at the normal rate, providing that such employees

shall continue to be available for work during that period of time. This provision shall not apply to instances where city facilities must be shut down as a consequence of a snowstorm, flood, or other severe weather or natural conditions.

5. Employees on continuous or continued service shall be governed by the following rules:

- a. Time and one half shall be paid for the first regular day off worked in accordance with present and past practices.
- b. Double time shall be paid for the second regular day off worked in accordance with present and past practices.
- c. "Continuous service," as used herein, shall mean that city service on a twenty-four (24) hour per day, seven (7) day per week basis.
- d. "Continued service," as used herein, shall mean that city service which is on a seven (7) day per week basis, but is not a twenty-four (24) hour per day operation.
- e. Continued and continuous service employees scheduled to work Saturday and Sunday as part of their normal workweek will be paid on a straight time basis.
- f. Double time shall be paid for overtime worked by continued and continuous service employees on any of the thirteen holidays designated in Article 20 and on Easter Sunday.

6. All work which is performed by Local 1250 bargaining unit employees during their regular workday will be offered to Local 1250 bargaining unit employees in the same classification and in the same department or division first when overtime is necessary.

7. It is not the intent of the City to have bargaining unit work performed by supervisory employees either during regular or overtime hours. Nothing in this section should be construed as preventing intelligent immediate action at the site of an emergency to protect life and property. Furthermore, it is recognized that a foreman has a responsibility to train an individual, by example if need be, to perform a task properly and safely.

8. Any employee who works past his normal quitting time will receive overtime pay based on one tenth (1/10) of an hour intervals.

9. Equalization of Overtime Procedure

Whenever possible, overtime shall be equally distributed among all

eligible employees in the same job classification within the same division or department, except at the Waste Water Treatment Plant where the W.W.T.P. Operator Specialists will share their overtime equally by shift. Overtime shall not be equalized between classifications or between departments or divisions. Overtime will be shared equally in the same job classification having "restricted" and "unrestricted" status.

The following overtime procedure is effective as of the contract execution date:

- a. A list of cumulative overtime hours shall be posted and revised daily which shall be kept to the one tenth (1/10) hour.
- b. List shall start with the overtime hours as of the contract execution date and shall run continuously. At the end of one (1) year, the list will be revised by subtracting the lowest person's hours from each classification and restart from there.
- c. New employees and employees changing classifications shall enter with the same number of overtime hours as the employees with the highest number of overtime hours in the same classification.
- d. Employees who are scheduled to work overtime will be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary. Failure to give the employee the proper notice shall cause an employee who declines the offer not to be charged.  
An individual employee's personal problems in connection with working overtime will be given careful consideration and his individual needs will be recognized. The individual employee's request to be excused from an overtime work assignment will receive every possible consideration. When the employee's request is granted, he will be notified as far in advance as possible so that the employee can make his personal plans accordingly. Thereafter, any cancellation or change in the arrangements to excuse the employee will only be made with his consent.
- e. An employee will be charged for overtime if he declines the offer, provided sufficient notice has been given as described in Paragraph d. Hours charged shall be equal to those paid to the employee that accepts the overtime. At the Waste Water Treatment Plant when an employee refuses to accept overtime at time and one half or double time, he will be charged at his prevailing rate for that day.

- f. Overtime refused because of vacation, sick days, personal business days, union business, funeral leave, bonus vacation, and floating holidays shall not be charged.
  - g. Vacation to be from the time the employee leaves (end of regular shift) until he reports back to work (starting time of regular shift).
  - h. Whenever possible within the classification of Construction Specialist, the employee with the least number of overtime hours shall be assigned to the next construction project that becomes available.
  - i. Whenever possible, when the difference in overtime hours between the highest and lowest employee in the Construction Specialist classification exceeds one hundred (100) hours, reassignment of the employee shall be made in an effort to equalize the overtime.
10. If an employee is called into work or allowed to report for work, he will be guaranteed four (4) hours of pay at his normal rate. In the event the time worked by the employee exceeds said minimum guarantee, he shall be compensated at the applicable rate based upon the actual time worked on the calendar day. 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. Provided further that an employee who has completed his work for the day but has not left the premises and is given an overtime assignment shall not receive call-in pay.
11. Employees whose normal workweek includes Saturday shall not receive overtime rate for that day.
12. Employees may elect to be paid for all overtime worked or elect to receive compensatory time. A maximum of one hundred fifty (150) hours shall be placed on the amount of compensatory time that may be accumulated. The one hundred fifty (150) hour maximum shall apply to overtime worked once converted to straight time hours. \*The employee has the option of taking compensatory time off or allowing his time to accumulate to a minimum of eight (8) hours and turn it in for cash payment. When converted to pay, compensatory time shall be paid at the rate in effect when payment is made. Upon termination of employment, Local 1250 employees shall receive full payment for their compensatory time. \*Employees will be allowed to accumulate standby hours in their compensatory time bank effective upon the date of ratification of this Agreement.

Compensatory time earned shall be reported to the department and/or division head on forms provided by the City. A record of compensatory time accrued shall be maintained by the department

and/or division head. All requests for compensatory time off or payment shall be submitted to the department and/or division head for prior approval.

Employees shall be permitted to utilize compensatory time unless its use would be unduly disruptive to division or department operations. In determining whether undue disruption occurs, the City will utilize as part of its guidelines the elements set forth by the U.S. Department of Labor, which are (1) Normal work schedule; (2) Anticipated work loads; (3) Emergency situations; and (4) Availability of substitute staff. It is understood that in making a decision to allow the use of compensatory time, department and/or division heads will consider all of these factors and make every attempt to accommodate requests for compensatory time use. Requests for compensatory time will be considered in the order made. Compensatory time is not intended to be used for sick leave purposes. An employee's compensatory time use is limited to the number of hours he has accrued in his compensatory time bank.

- F. When an employee agrees to hold himself available for possible emergency call back to work outside his regularly scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the City as to where he may be reached, he shall be compensated at the base rate of one (1) hour pay for weekday standby, one and one half (1-1/2) hours pay for Saturday standby, and two (2) hours pay for Sunday and holiday standby. No employee will receive less standby pay rate than under the 1973/75 contract. Refusal of standby will not be considered a refusal of overtime and there will be no charge for overtime not worked.

The City will determine which classifications and the number of employees who will be asked to stand by and will also determine the extent of the standby period which shall not, however, exceed one (1) week in length. Standby opportunity shall be determined in accordance with the posted overtime equalization list, unless some other procedure is agreed upon between the Union and the City.

G. Refuse Removal Incentive Program

1. All employees working as a crew who start their route at the scheduled starting time and finish their assigned route before their scheduled quitting time will be compensated for a full eight (8) hour day. Employees may be required to finish their initial assigned route.
2. All employees working as a crew, upon completion of their assigned route, who volunteer to start an unassigned route shall be paid one and one half (1-1/2) times the regular rate for work hours completed. The driver of the crew shall log the starting time of the route.
3. All employees working as a crew, upon completing their assigned route, and volunteering to start and complete an unassigned full route will be given eight (8) hours at one and one half (1-1/2) times the

regular rate, or one and one half (1-1/2) times the regular rate for all hours worked, whichever is greater. The driver of the crew shall log the starting time of the route.

4. All employees working as a crew, upon completing their assigned route, and volunteering to start and complete an unassigned half route will be given four (4) hours at one and one half (1-1/2) times the regular rate, or one and one half (1-1/2) times the regular rate for all hours worked, whichever is greater. The driver of the crew shall log the starting time of the route.
5. All work performed after sixteen (16) hours or two (2) routes shall be compensated at the rate of two (2) times the regular rate.
6. If there are not sufficient volunteers to perform the required work, the Employer may assign crews in accordance with Sections 2, 3, 4 and 5 above, using the overtime equalization method specified in Article 19, Section E.9.
7. Crews who have completed their initially assigned route and are not assigned further routes as provided in Section 6 above shall be released from duty.
8. Sanitation routes, except for the commercial route, will be rotated on an annual basis using the drawing procedure mutually agreed upon by the parties on December 16, 1981. The annual route exchange will take place on the first Monday in May.

Should a member of the crew now on the commercial route wish to be removed or should it become necessary to remove a member, the opening will be posted and qualified employees within the Sanitation Division will be allowed to bid for it. The senior applicant will trade places with the person coming off the route.

- H. Employees who are unable to report for work due to extraordinary severe snow conditions to be allowed to charge their absence to sick bank if they do not have personal business days remaining or to vacation leave.

#### ARTICLE 20

#### HOLIDAY PAY

Employees shall be paid for the following holidays:

New Year's Day	Independence Day	Friday After Thanksgiving
Martin Luther King Day	Labor Day	Christmas Day
Presidents Day	Veterans Day	Day Before Christmas
Good Friday	Thanksgiving Day	Day Before New Year's
Memorial Day		

- A. If work is necessary on the above holidays, double time shall be paid plus the



regular day's pay.

All Sanitation Division personnel will be required to work on Good Friday and Veterans Day at the rate of time and one half plus the regular day's pay and will receive the following Saturday off. Should the successor collective bargaining agreement between the City and Local 1917 contain a provision which provides that employees of the Sanitation Division will receive time and one half plus the regular day's pay for working on Martin Luther King Day and Presidents Day and will receive the following Saturday off, such provision shall be applied to Local 1250 Sanitation pickup crews, transfer station personnel and mechanics at the same time as required by the new Local 1917 contract.

Should Veterans Day fall on Saturday or Sunday, Sanitation pickup crews, transfer station personnel, mechanics and clerical staff shall work the off day at the rate of time and one half plus the regular day's pay.

B. When a holiday falls on a Saturday, employees shall be given the last working day prior to the holiday off.

C. When a holiday falls on a Sunday, the next working day shall be considered to be the holiday.

D. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay.

E. Employees on continuous and continued service at the Waste Water Treatment Plant shall receive one day's pay, plus the regular day's pay for Easter Sunday. The one day's pay is to be received whether or not such employees are scheduled to work on Easter Sunday. Payment will be made with the first paycheck following the holiday.

Effective with the date of ratification of this Agreement, employees working on Easter Sunday shall receive time and one half (1 ½) for all regular hours worked on Easter Sunday. An employee shall be deemed to have worked on Easter Sunday when his shift began on Easter Sunday.

F. Employees called in for work on a holiday shall be guaranteed a minimum of four (4) hours pay at the premium rate. In the event that the time worked by the employee exceeds said minimum guarantee, he shall be compensated at the applicable rate based upon the actual time worked on the calendar day.

G. It is agreed that the employees shall have all general election days (City, State, and Federal) off with pay.

H. For working on a general election day (City, State, and Federal), employees shall be paid their regular day's pay in addition to time and one half for all time worked. A minimum of six (6) hours work shall be guaranteed. Continuous and continued service employees not scheduled to work on general election day shall receive an extra day's pay.

I. Holiday pay for employees on continuous and continued service shall be one day's pay, plus the regular day's pay. Holiday pay is to be received whether or not such employees are scheduled to work on such holidays, and will be paid twice a year on the first

pay in December (5 holidays) and the first pay in June (8 holidays).

Effective with the date of ratification of this Agreement, employees working any of the thirteen (13) holidays shall receive time and one half (1 ½) for all regular hours worked on the holiday. An employee shall be deemed to have worked on the holiday when his shift began on the holiday.

J. Effective July 1, 2005, employees shall be entitled to five (5) floating holidays per calendar year to be taken off with the approval of their supervisor. New employees shall be entitled to two (2) floating holidays after six (6) months of service, and five (5) after one (1) year of service.

Effective January 1, 2011 employees shall be entitled to three (3) floating holidays per calendar year to be taken off with the approval of their supervisor. New employees shall be entitled to two (2) floating holidays after six (6) months of service and three (3) floating holidays after one (1) year.

Floating holidays for newly-hired employees which are not available for use until the month of December may be carried over for use in the following calendar year. The City shall not be required to approve the time off for the month of December for new hires only, provided permission will not be unreasonably withheld.

K. 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 his department and/or division head.

## ARTICLE 21

### VACATIONS

A. Vacation periods shall run from January 1st to December 31st each year.

B. All employees, except continuous and continued service employees at the Waste Water Treatment Plant, 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.

C. All employees, except continuous and continued service employees at the Waste Water Treatment Plant, with three (3) years of service shall be entitled to one (1) additional day of vacation. All employees, except continuous and continued service employees at the Waste Water Treatment Plant, with four (4) years of service shall be entitled to fourteen (14) days of vacation. All employees, except continuous and continued service employees at the Waste Water Treatment Plant, 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).

D. 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 division and/or department head. Seniority shall be the prevailing factor in determining conflicting desires in accordance with the following procedures:

1. Employees may make application to their division or department head for vacation time off, in writing, by April 15th of each year, indicating at least a first and alternate choice. Vacation periods at the Waste Water Treatment Plant shall be split with one half to be taken between April 1st and September 30th and the other half to be taken between October 1st and March 31st. Application for such split vacation at the Waste Water Treatment Plant shall be made within (3) three weeks after the final selection of shifts and positions for that period.
2. 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. However, at least one (1) out of every six (6) employees may be on vacation at any given time. It is understood that this refers to present practice as to vacation groupings. The parties agree to include temporary employees in the 1 in 6 rule in the Division of Public Works.
3. 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, nor will an employee be called back to work from vacation for regular or overtime work, including emergencies, unless agreed upon by the Employer and the employee and the relevant overtime list has been exhausted first.

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

4. All requests for vacation made after April 15th will be handled on a first come first served basis and seniority will not be a prevailing factor.
5. 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.
6. Any vacation time off, or vacation bonus day selection not scheduled by an employee by October 1<sup>st</sup> of each year shall be scheduled by the City.

E. No employee shall be permitted to bank his vacation from one year to the next (except any employee who is off due to illness of any nature or funeral leave 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.

F. Continued and continuous service employees at the Waste Water Treatment Plant shall receive two 10-day vacations upon the completion of one (1) year of service. Such employees shall receive two 11-day vacations after eleven (11) years of service; two 12-day vacations after twelve (12) years of service; two 13-day vacations after thirteen (13) years of service; two 14-day vacations after fourteen (14) years of service; and a maximum of two 15-day vacations after fifteen (15) years of service.

G. Upon retirement or death, accrued vacation for the current year shall be paid to the retirant or to the deceased's estate.

H. A bonus vacation 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 vacation system by exercising one of the following options subject to the conditions provided therein:

1. Receive pay for days earned:
  - a. Request must be made prior to December 1<sup>st</sup> in the year following which the days were earned.
  - b. A maximum of six (6) days shall be paid.
  - c. Payment shall be at the rate in effect when the money is drawn.
  - d. Bonus days paid will be deducted from the employee's sick bank.
2. Take all bonus days earned off:
  - a. Days shall be taken the year following when they are earned.
  - b. The bonus days taken shall be deducted from the employee's sick bank.

3. Receive any combination of pay (not to exceed six (6) days pay) and time off subject to compliance with the procedures described in Options "1" and "2".

4. 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.

5. Employees having twelve (12) years seniority or more may elect to receive pay for up to a maximum of twelve (12) days earned, or take up to a maximum of twelve (12) days earned off, or pass up the bonus. Such employees may receive any combination of pay and time off.

6. Effective upon the date of ratification of this Agreement, all employees may elect to receive pay for up to a maximum of twelve (12) days earned, or take up to a maximum of twelve (12) days earned off, or pass up the bonus. All employees may receive any combination of pay and time off.

## ARTICLE 22

### INSURANCE

A. 1. 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 including the following riders: D45NM, F-FC, SA-SD, PD-EL, MM-M, and MM-AL. Effective November 9, 2005, the one hundred fifty dollar (\$150.00) annual deductible for one person members under Master Medical shall be increased to two-hundred fifty dollars (\$250.00), and the three hundred dollar (\$300.00) annual deductible for two or more person members under Master Medical shall be increased to four-hundred dollars (\$400.00) for current employees and also individuals in the bargaining unit who retire after November 9, 2005.

A. 2. Effective upon the ratification date of September 14, 2010, the City shall provide Community Blue – 3 with the following deductibles, co-insurance and co-pays:

- |                              |  |
|------------------------------|--|
| a. Calendar Year Deductible: | \$250/\$500 In Network<br>\$500/\$1,000 Out of Network                                 |
| b. Co-Insurance:             | 20% with Max \$1,000/\$2,000 In Network<br>40% with Max \$3,000/\$6,000 Out of Network |
| c. Office Visit Co-Pay:      | \$20 In Network  |
| d. Emergency Room Co-Pay:    | \$100 (Co-pay is waived if admitted or for an accidental injury)                       |

The City shall provide a prescription drug rider for all plans under the contract as follows:

- 90 day retail pharmacy plan: 2x generic, 2x brand.
- Three tier co-pay option: \$5.00 generic, \$25.00 preferred brand (formulary), \$50.00 non-preferred brand (non-formulary) and lifestyle drugs.

It is understood that the benefits will remain the same, except as altered by law, as they were on the ratification date of September 14, 2010, which includes the riders for Lasik, Holistic and Chiropractic which were added to the Blue Cross/Blue Shield Community Blue 3 plan. Should any improvement from a law be repealed, the benefit will revert to the previous benefit.

Effective January 1, 2006, the prescription drug rider shall be increased from five dollars (\$5.00) for all prescriptions to a five dollar (\$5.00) prescription co-pay for generic prescriptions and a twenty dollar (\$20.00) co-pay for all non-generic or DAW prescriptions for current employees and individuals in the bargaining unit who retire after November 9, 2005.

B. The Employer shall meet and confer with the Union in special conference prior to implementing an insurance plan to replace the Blue Cross-Blue Shield Plan presently offered to employees.

C. For employees hired before the ratification of this agreement, these benefits shall apply to the employee, the employee's spouse, and the employee's dependent children; and shall also apply to the retiree, the retiree's spouse, and the retiree's dependent children. The cost of these benefits is to be borne fully by the City.

D. For employees hired after November 23, 1999 who retire from the City of Warren with a regular service retirement immediately payable upon their retirement, the City will pay one hundred percent (100%) of the COBRA rate toward the premium of the health care insurance. Regular service retirement is defined as follows:

1. Employees who leave the employ of the City at or after age 55 with a minimum of eight (8) years of actual service.
2. Employees who leave the employ of the City at or after age 50 with twenty-five (25) years of service.
3. Employees who leave the employ of the City with thirty (30) years of service at any age.
4. Surviving spouse of a deceased employee with twenty-five (25) years of service before age 50.

Employees hired after November 23, 1999 who retire earlier than age 60 with a reduced benefit, or who elect a deferred retirement shall not have health care benefits paid for by the City of Warren.

E. Employees hired after November 9, 2005 will participate in a medical health plan (individual retirement and dental plan) in lieu of the City of Warren retiree health insurance.

All present health insurance for retirement and dental and optical for retirees will be eliminated for new hires after November 9, 2005.

A health retirement savings account is a program that allows employers to contribute monies on a tax free basis to accounts established by employees. It is designed to replace health, optical and dental insurance for employees hired after November 9, 2005.

These accounts may be used by the employees, their spouse, or qualified dependants to help offset the cost of health care after the employee retires or separates from service.

The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.

The City at its sole discretion can determine which plan will be provided and the same plan will be provided to all non-union employees.

A sum will be determined by the City which will be provided to the employee accounts.

After death, any remaining account balances may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.

Vesting will be ten (10) years under this plan.

The parties agree that effective upon implementation of the plan or as soon as practical thereafter, the employee will contribute 1% and the Employer will contribute 1% of their wage into the plan. Employee may add an additional 4% on his own to help boost his balance. This extra 4% is not to be matched by the City. \*If IRS determines this to be legal.

The parties agree to meet after ratification of this agreement and develop a Letter of Understanding implementing the above.

F.1. 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.

F.2. All eligible retirees in this Bargaining Unit will be required to enroll in Medicare Part A and B at their expense. The City will reimburse the member only (spouse and any other dependents are not eligible for Part B reimbursement).

G. The City 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. One annual routine "non-diagnostic" pap test shall be provided to employees and retirees which shall not include the cost of the office visit. One annual routine "non-diagnostic" mammogram or prostate exam by a physician and diagnostic facility participating in the City's plan shall be provided to the employees and retirees, not to include the cost of the office visit. Should the exams be administered by a non-participating physician or diagnostic facility, the City shall pay for a portion of the exams which shall not exceed forty dollars (\$40.00) and not include the cost of the office visit. The City shall pay for employee well visits up to fifty dollars (\$50.00) annually effective November 9, 2005. These improvements will be offered as soon as they are available

from the insurance carrier within sixty (60) days of ratification. There will be no retroactivity of these provisions.

H. 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.

I. 1. 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. Effective November 9, 2005, new hires will only be allowed to enroll in HAP or a designated HMO (no choice). Effective with the ratification date of September 14, 2010, employees will be allowed to participate in all health plans offer by the City included in this agreement.

I. 2. The City provided Health Maintenance Organization (HMO) will mirror all applicable co-pays as provided for in Community Blue – 3.

I. 3. The City reserves the right to discontinue the HMO at its discretion, should enrollment fall below 50 active employees city wide.

J. Employees hired before the 25th of the month shall receive medical insurance coverage on the 1st of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the 1st of the second month following date of hire, subject to the terms and conditions of the plans.

K. Blue Cross benefits will be brought up to match any improvements negotiated by other city bargaining units.

L. Employees and retirees shall have the option once a year, during the open enrollment period, to have the medical/hospitalization coverage set forth herein or the Health Maintenance Organization. The Employer will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree.

M. Effective November 9, 2005, the City will pay a three thousand dollar (\$3,000.00) incentive to eligible employees who elect to decline the City insurances (health, vision, dental) during the entire year. The payment will be paid to eligible employees in December of each year. Employees who decline coverage during the year will receive the sum of two hundred fifty dollars (\$250.00) per month payable in December of each year for each full month they did not have coverage.

1. The eligibility for retirees who retire after July 1, 1997 will end when they become Medicare eligible.
2. Employees will be eligible to decline coverage consistent with the criteria established by the City and its insurance carrier.



3. Employees will be able to re-enroll in the City's medical plan when they were covered by another health insurance plan (as defined by HIPAA) and lose that coverage as a result of an event such as the loss of eligibility of the other coverage, termination of employment, reduction in the number of hours of employment, employer contribution towards the other coverage was terminated or exhaustion of COBRA continuation coverage. Employees must notify the Employer prior to or within thirty (30) days of the termination of other coverage.
4. When an employee makes a decision to re-enroll in the City's medical plan which is not caused by the loss of health insurance from another source, that employee cannot re-enroll until the next annual enrollment period.
5. The parties recognize the City will be adopting a Section 125 Plan.
6. This provision will be effective upon the first day of the second month after ratification of the Agreement and the adoption of the Section 125 Plan.

N. Employees shall be provided with a death benefit plan or life insurance plan which shall contain accidental death (double indemnity) 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).

An employee may elect upon retirement, at his/her own expense, to convert their coverage from Term Insurance to Whole Life up to the amount that he/she had before retirement if it is available from the Carrier and there is no cost to the City.

O. All retirees shall receive life insurance in the face amount of five thousand dollars (\$5,000.00).

P. 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. These benefits shall apply to the employee, the employee's spouse, and the employee's dependent children.

All retirees shall be offered a 75/25 Delta Dental Insurance Program, or its equivalent, effective September 1, 1994. These benefits shall apply to the retiree, the retiree's spouse, and the retiree's dependent children. It is understood, however, that the cost of these benefits is to be shared equally by the retiree and the City.

The annual benefit limit for Class I and Class II benefits under the 75/25 Delta Dental Plan shall be increased from one thousand dollars (\$1000.00) to fifteen hundred dollars (\$1500.00) maximum effective November 9, 2005. The lifetime maximum of five hundred dollars (\$500.00) per eligible person for Class III benefits shall be increased to seven hundred fifty dollars (\$750.00). These improvements will be offered as soon as they are available from the insurance carrier within sixty (60) days of ratification. There will be no retroactivity of these provisions.

Q. All employees shall be covered by a vision insurance plan, unless provided to the employee by another City insurance program. This coverage will be offered as soon as it is available from the insurance carrier within sixty (60) days of ratification. There will be no retroactivity of this provision. (\$250.00 maximum every two years effective November 9, 2005).

#### ARTICLE 23

#### SICK LEAVE

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

- A. 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.
- B. Employees hired prior to March 7, 1984 may accumulate sick leave to a maximum of two hundred twenty-five (225) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of his accumulated sick leave. Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank to be included in the employee's final average compensation. Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank. This paragraph shall not apply to employees participating in the Defined Contribution Pension Plan.
- C. Effective for all employees hired between March 7, 1984 and February 9, 1988, sick leave days may not accumulate in excess of two hundred twenty-five (225) days for sick leave use purposes. Provided, however, pay out percentages shall be applied to a maximum bank of one hundred forty (140) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum) to be included in the employee's final average compensation. Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum). This paragraph shall not apply to employees participating in the Defined Contribution Pension Plan.
- D. Effective for employees hired after February 9, 1988, sick leave days may not accumulate in excess of one hundred forty (140) days. Provided, however, pay out percentages shall be applied to a maximum bank of sixty-five (65) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of the accumulated sick bank (100% of 65 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 65 days maximum) to be included in the employee's final average compensation. Upon

severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 65 days maximum). This paragraph shall not apply to employees participating in the Defined Contribution Pension Plan.

- E. Current employees who choose to convert their defined benefit pension rights to the Defined Contribution Pension Plan, and have sufficient days in their sick bank, must cash in twenty-five (25) days of their accumulated sick bank with the second payday following the conversion of benefits to the Defined Contribution Pension Plan, and twenty-five (25) sick leave days continuing with the first payday following each September 15 thereafter, until the employee's accumulated sick bank has been reduced to twenty-seven (27) days. Effective for employees hired after November 23, 1999, sick leave days may not accumulate in excess of twenty-seven (27) days. The maximum sick bank accumulation for employees participating in the Defined Contribution Pension Plan shall be twenty-seven (27) days. Upon death while in the service of the City, an employee's beneficiary shall be paid one hundred percent (100%) of his accumulated sick leave (100% of 27 days maximum). Upon retirement, an employee shall be paid eighty percent (80%) of his accumulated sick bank (80% of 27 days maximum). Upon severance from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 27 days maximum).

In the event employees who transferred from the Defined Benefit Pension Plan to the 401 (A) Defined Contribution Pension Plan leave the employ of the City prior to reducing their sick bank to twenty-seven (27) days, payment for the days remaining in the bank shall be calculated in accordance with the contractual provisions for sick leave pay out which applied to the employee immediately prior to transferring to the 401 (A) Defined Contribution Pension Plan.

- F. Before benefits will be paid under this Article for an illness of three (3) days or more, the Employer has the right to require a physician's statement to verify the illness.
- G. Departments are authorized to accumulate hourly periods of sick time used to be turned in to the Controller's Office for payment in increments of no less than one half (1/2) day.
- H. Sick leave may be used as emergency leave for short periods in case of serious illness in an employee's immediate family.
- I. An employee who has one or more unexcused incidents of absence from work in a single, continuous calendar year period shall be subject to disciplinary action, as follows:
  - 1. 1st unexcused incident -- written warning
  - 2. 2nd unexcused incident -- 1-day suspension

3. 3rd unexcused incident -- 3-day suspension
4. 4th unexcused incident -- 6-day suspension
5. 5th unexcused incident -- discharge

For purposes of this section, an "unexcused incident" shall mean 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 incident" shall not include an absence charged to sick leave. In the event an employee is absent multiple consecutive days, such absence shall be counted as a single incident for purposes of this policy.

The above section does not preclude the Employer's right to discipline for just cause.

## ARTICLE 24

### SICKNESS AND ACCIDENT INSURANCE

- A. The City shall maintain a sickness and accident insurance plan providing employees participating in the Defined Benefit Pension Plan benefits equal to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the occurrence of the following events:
  1. First (1st) day of an accident.
  2. First (1st) day of hospital confinement or outpatient surgery.
  3. Sixteenth (16th) workday of sickness.
- B. Employees participating in the Defined Benefit Pension Plan may utilize their sick leave for the first fifteen (15) days in cases of sickness where there is no hospital confinement.
- C. 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 participating in the Defined Benefit Pension Plan 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. 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)). Effective upon the date of ratification of this Agreement, employees may also elect to have a deduction of one quarter (1/4) of a floating holiday for each day of benefits to supplement the insurance payments.
- D. While participating in the Defined Benefit Pension Plan, the City will not pay the employee's accumulated sick leave or vacation days without the written consent of the employee. This provision shall also apply to floating holidays after the date of ratification of this Agreement.

- E. When a holiday falls while an employee participating in the Defined Benefit Pension Plan is on sickness and accident insurance, the City will pay one half (1/2) day to sickness and accident benefits not chargeable to his accumulated sick leave or vacation time. Effective upon the date of ratification of this Agreement, the one half (1/2) day paid by the City when a holiday falls while an employee is on sickness and accident insurance shall also not be charged to an employee's floating holidays.
  
- F. The City shall provide a sickness and accident insurance plan for employees participating in the Defined Contribution Pension Plan providing benefits equal to seventy-five percent (75%) of their base pay, not to be supplemented with one quarter (1/4) sick days, vacation days or floating holidays, for a maximum of fifty-two (52) weeks upon the first (1st) day of accident; first (1st) day of hospital confinement or outpatient surgery; or sixteenth (16th) workday of sickness. Provided they have sufficient days in their sick bank employees may utilize their sick leave for the first fifteen (15) days in cases of sickness where there is no hospital confinement, and on the sixteenth (16th) day of sickness may choose to be covered by the insurance provided herein or may, at their option, continue to utilize their sick bank. The City will not pay the employee's accumulated sick leave without the written consent of the employee.

When a holiday falls while an employee participating in the Defined Contribution Pension Plan is on sickness and accident insurance, the City will pay one quarter (1/4) day to sickness and accident benefits not chargeable to his accumulated sick leave, vacation time, or floating holidays.

This provision will be offered as soon as it is available from the insurance carrier after ratification, and only once the employee enrolls in the 401 (A) Defined Contribution Pension Plan. There will be no retroactivity of this provision.

- G. It is understood by the parties to this Agreement that any cost charged by an employee's own doctor for filling out of required forms to initiate or continue the benefits under Article 24 shall be the responsibility of the employee.
  
- H. 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 disability resulting from accident, illness or injury. The City may periodically require the employee to be examined by physicians selected by the City, provided however that said requirement shall not be unreasonably invoked.

## ARTICLE 25

### FUNERAL LEAVE

- A. 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	Brother-in-law
Brothers	Son-in-law
Father-in-law	Daughter-in-law
Mother-in-law	Grandparents on both sides
Sister-in-law	Grandchildren

B. 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. Provided, however, that additional time will not be granted except upon producing satisfactory evidence of actual attendance at the funeral.

C. 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

D. 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.

## ARTICLE 26

### PERSONAL LEAVE

All employees are entitled to five (5) 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 be taken only with the permission of the department or division head. Three (3) days prior notice may be required at the department or division head's discretion, except in cases of emergency.

## ARTICLE 27

### LEAVES OF ABSENCE

#### A. Eligibility Requirements

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 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.

B. Application for Leave

1. 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.

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

C. Paid Leaves

1. Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

2. 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. 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.

3. Military Leave: Employees who are in any branch of the Armed Forces Reserve and/or the 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 and/or any additional service required by the appropriate authorities due to civil disturbances. Provided, however, that the total service time for which employees will not suffer loss of pay shall not exceed thirty (30) days in any one year. The Employer shall not require reimbursement of monies received by the employee for military service on his regular workdays off provided the City is supplied with the military pay voucher necessary to verify rates of compensation.

4. 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.

D. Unpaid Leaves

1. Leaves of absence for a period not to exceed six (6) months, except as otherwise provided for 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 not accrue seniority while on an unpaid leave of absence over six (6) 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 six (6) 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 or public office shall continue to accumulate seniority for duration of the leave.

## ARTICLE 28

### TRANSFERS

A. When an employee desires a transfer within his classification to another division or department, he shall register his request for such a transfer in writing with the Personnel Department during the posting period. The date upon which the transfer is made shall be determined by the City. When an opening occurs within a given classification, the employee with the greatest seniority who applies for the transfer shall be given the opportunity of transferring. Transfer requests will be honored prior to promotion, seniority permitting; provided, however, this section shall not apply to secondary openings caused by a transfer unless all promotional and demotional opportunities are exhausted first. The senior applicant shall be granted up to a four (4) week trial period to determine:

1. His ability to perform the job.



2. His desire to remain on the job.

B. If an employee is returned to his former position due to an unsuccessful trial period, or in the event the senior applicant is denied the transfer, reasons for such denial shall be given in writing to such employee, his steward and the Union within three (3) working days. If the employee is dissatisfied with the reasons given, he shall have the right to appeal such denial to the Civil Service Commission, within seven (7) calendar days, which shall hear the appeal in accordance with its hearing procedures at its next regular meeting and/or the matter may be taken up at the fourth step of the grievance procedure.

## ARTICLE 29

### PROMOTIONS AND DEMOTIONS

The order of priority for promotional and demotional purposes shall be: (1) Personnel within a division, (2) Personnel within a department, and (3) Personnel city wide.

#### A. Promotions and Demotions in a Series

1. Promotions and demotions to classifications within a series (as enumerated in Appendix A) shall be made without written examinations on the basis of seniority and qualifications set by the Civil Service Commission, except that an employee who "double promotes" to a classification within a series which is not the next higher classification in that series may pass an assessment center examination administered by the Michigan Municipal League to establish the employee's qualifications for such higher classification. Job vacancies shall be posted for a period of seven (7) calendar days on the bulletin board in the division wherein the vacancy exists or city wide as necessary. Employees interested shall apply within the seven (7) calendar day posting period. The senior qualified applicant in the series shall be granted up to a four (4) week trial period to determine:

- a. His ability to perform the job.
- b. His desire to remain on the job.

2. If an employee is returned to his former classification due to an unsuccessful trial period, or in the event that the senior applicant in the series is denied the promotion or demotion, reasons for such denial shall be given in writing to such employee, his steward and the Union within three (3) working days. The employee shall have the right to appeal such denial to the Civil Service Commission, within seven (7) calendar days, which shall hear the appeal in accordance with its hearing procedures at its next regular meeting and/or the matter may be taken up at the fourth (4th) step of the grievance procedure.

3. During the trial period when an employee is promoted as mentioned in Section A above, he shall advance to a pay step in the higher classification which is immediately above that which he received in his previous classification.

When an employee is demoted as mentioned in Section A above, his present rate shall be reduced to the next lower rate in the lower classification.

B. Promotions and Demotions Not in a Series

1. Promotions and demotions not in a series shall be made on the basis of seniority, qualifications and examinations where stipulated in Appendix B. Job vacancies shall be posted for a period of seven (7) calendar days on the bulletin board of each work area. Employees interested shall apply within the seven (7) calendar days. The senior qualified applicant shall be granted up to a twelve (12) week trial period to determine:

- a. His ability to perform the job.
- b. His desire to remain on the job.

2. If an employee is returned to his former classification due to an unsuccessful trial period, or in the event the senior applicant is denied the promotion or demotion, reasons for such denial shall be given in writing to such employee, his steward and the Union within three (3) calendar days. If the employee is dissatisfied with the reasons given, he shall have the right to appeal such denial to the Civil Service Commission, within seven (7) calendar days, which shall hear the appeal in accordance with its hearing procedures at its next regular meeting and/or the matter may be taken up at the fourth step of the grievance procedure.

3. During the trial period when an employee is promoted as mentioned in Section B above, he shall advance to a pay step in the next higher classification which is immediately above that which he received in his previous classification.

During the trial period when an employee desires to take a lower paying classification as mentioned in Section B above, he shall be placed in a pay rate in the lower classification which is the same or immediately lower to that he received in his previous classification.

C. Temporary Promotions

In situations where a temporary vacancy is caused by sick leave, vacation, leave of absence, or an unforeseen emergency requiring additional help, the senior qualified employee in the next lowest series or, if none, the senior qualified employee in the division or department shall be promoted for the duration of such situation; provided, however, that such temporary promotion shall be limited to a period of ninety (90) days, except that the Employer and the Union may mutually agree to extend such promotion for an additional ninety (90) day period. Such employee shall be paid the maximum rate of the job he is performing for all time worked on such job.

D. Working in a Higher Classification

Employees required to perform work of a higher classification for short periods of time, such as to fill in for an employee who is late or absent for the day, shall be paid the maximum rate of the job they are performing for all time worked on such job if in excess of one (1) hour. It is understood by the parties that job descriptions do not necessarily specify every duty required of an employee and that the same duties may be required of employees in several classifications not necessarily compensated at the same rate.

E. The parties agree to amend Sections C and D above for the classification of Recycling and Compost Specialist only. When a Sanitation Operator Specialist is absent for the day, the senior Recycling and Compost Specialist shall be offered the out-of-classification assignment. Such employee shall be paid the entry-level rate of the Sanitation Operator Specialist classification. The City agrees that it intends to fill permanent vacancies in both of these classifications in a timely manner in order to reduce these out-of-classification assignments.

F. Part-Time or Co-op

Part-time employees, including co-op students, shall not be utilized to deprive a bargaining unit employee of his position. For purposes of this contract, the definition of co-op student shall mean high school or college student. If a part-time employee becomes a permanent employee, with or without a break in his employment, his seniority shall date only from his appointment as a full-time civil service employee.

G. Reclassifications shall mean any reassignment of job title or work description wherein the duties and responsibilities of a particular position are deemed sufficiently different from other positions in the same classification to warrant such reassignment. A reclassification will not involve a change in the duties and responsibilities of the position.

H. All eligible lists established after the date of ratification of this Agreement shall expire after a period of two (2) years. An employee's name shall be carried forward to updated lists for at least a four (4) year period. For classifications where testing is required, an employee's name shall be carried forward to updated lists for at least a four (4) year period. Insofar as an active employee eligible list exists for a given classification, any vacancies in that classification shall be posted for transfer requests only.

I. A vacancy in a classification that the City intends to fill shall be posted at least once in each fiscal year.

## ARTICLE 30

### NEW CLASSIFICATIONS

- A. When a new classification is established by the Employer, 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 and the series, if any, to which it will be assigned, 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 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 should be paid retroactive to the date the position was filled. The establishment of a suitable wage rate shall not be subject to arbitration.

## ARTICLE 31

### WAGES

A. All classifications in the bargaining unit shall receive wage increases in accordance with the following schedule:

7/1/04 -- 0.0 percent  
7/1/05 -- 0.0 percent  
7/1/06 -- 0.0 percent  
7/1/07 -- 3.0 percent  
7/1/08\*-- 3.0 percent

This is a variable which is tied to State Revenue Sharing. The formula is attached. Any percentage increase would be payable on the second payday in October of 2008, retroactive to July 1, 2008. \*The actual percentage increase for July 1, 2008 was 2.25 percent.

B. The City is agreeable to paying prospectively only two hundred dollars (\$200.00) annually to individuals required to have a commercial drivers license (CDL) only based upon the following conditions: that those individuals in the CDL classification remain in good standing during the entire calendar year previously, which will include no positive drug testing, no refusals to take drug tests, no violations of the CDL drug policy and maintaining a valid CDL without any restrictions on their driving privileges. This will, again, be non-retroactive and will be payable in February of the calendar year after the individual obtains entitlement to this bonus.

C. Effective July 1, 1980, the City will assume the responsibility for payment of those contributions of Local 1250 members of the City of Warren Employees Retirement System provided for in Section 2-230, Subsection (a), of the City of Warren Code of Ordinances. Contributions made by employees prior to that date will remain frozen and will be refundable upon termination as heretofore. Contributions made by the City pursuant to this Agreement on and after July 1, 1980 will not be refundable and will remain in the Retirement System.

D. All wages and salaries shall be paid every other Thursday, no later than noon to all employees. In the event Thursday is a holiday, the preceding day shall be the payday.

## ARTICLE 32

### 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, 1997 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.

E. Effective July 1, 2011, COLA will be eliminated.

### ARTICLE 33

#### LONGEVITY

A. Longevity shall 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.

B. Effective 7/01/05, the maximum amount to be paid at any level will be increased to \$3,100.00. Effective 7/1/08, the maximum amount to be paid at any level will be increased to \$3,400.00.

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

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

## ARTICLE 34

### DEFERRED COMPENSATION PLAN

All employees in Local 1250 shall be permitted to participate in the deferred compensation plan currently offered to other city employees.

## ARTICLE 35

### IMMUNIZATION SHOTS

The City will continue to provide tetanus and typhoid inoculations to employees whose jobs require such shots according to past practice.

The City is willing to expand the type of immunization shots given but must maintain control over which shots and which category of employee is to receive them.

The City also agrees to allow Sanitation and Water Department employees inoculations for Tetanus and Typhoid at the City's clinic.

## ARTICLE 36

### SAFETY COMMITTEE

A Safety Committee of Employer and Union representatives shall be established to recommend safety improvements to the City Insurance and Safety Division. The committee will include four (4) representatives appointed by the Union and three (3) representatives appointed by the Employer. No two (2) union representatives shall be from one division. The committee shall meet once per month during regular working hours. Discussion and recommendations will be limited to employee safety matters which are directly related or similar to MIOSHA REGULATIONS.

Within the district the steward shall be the safety suggestion representative.

In the Department of Public Service, the Employer may conduct safety meetings, except that in the Sanitation Division such meetings shall be held for no more than one half (1/2) hour per month at the beginning of the shift.

## ARTICLE 37

### PENSION CHANGES

- A. The City agrees to adopt the provisions of the State of Michigan Act 88 State Reciprocal Plan. Employees presently employed and accruing pension benefits under City of Warren Ordinance 19 will be granted the provisions of Act 88 as amended. Employees must have five (5) or more years of credited service in force acquired in the employ of the City of Warren to be eligible. Members of this bargaining unit participating in the Defined Benefit Pension Plan shall have vested rights upon the attainment of eight (8) years credited service.
- B. Employees with thirty (30) years of service may retire with no decrease in benefits, regardless of age.
- C. A member with twenty-five (25) years of credited service may retire at age 50 with no decrease in benefits because of age.
- D. The City will provide members of the City of Warren Employees Retirement System with the alternative of an early retirement provision. Employees will be permitted to retire at age 55 years after completion of eight (8) years of service with an actuarially reduced benefit. The employee's benefits will be actuarially reduced so that the value of the reduced benefit beginning earlier than age 60 will be equal to the value of the unreduced benefit beginning at age 60.
- E. Upon completing eight (8) years of credited service, the City will provide non-duty death benefits to the member's family as follows:

Widows or widowers to receive seventy-five percent (75%) of the member's accrued pension if not more than five (5) years younger than the deceased member. If more than five (5) years younger than the deceased, the seventy-five percent (75%) to be reduced by one percent (1%) for each year over five (5), minimum of fifty percent (50%). If spouse's benefit terminates or if no spouse, minor children to receive equal share of fifty percent (50%) of member's accrued pension to age 21 (or prior death or marriage). If child is temporarily or permanently disabled, no age 21 restriction. Disability to be determined by the Retirement Board. In no case shall dollar amount of total benefit be less than fifteen percent (15%) of member's final average compensation.
- F. Should a layoff occur after August 23, 1994, employees shall accrue retirement service credit for the initial six (6) months of the layoff.
- G. Any member of the Bargaining Unit may reside outside the City of Warren. No employee shall drive a City vehicle for purposes of commuting to and from work if he resides outside the City of Warren.
- H. The City agrees to provide a 2.50% annuity factor for pension calculations effective October 11, 1991.
- I. Final average compensation shall mean the average of the three (3) highest years

of annual compensation received by a member. Each year utilized in the computation shall begin and end with the same month. 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. Effective October 11, 1991, members shall have a two (2) year final average compensation for the calculation of their pension benefits.

- J. All new employees joining the service of the City after March 7, 1984 shall not have unused vacation factored into their final average compensation. Any member of the bargaining unit retiring on or after October 11, 1991 shall not have payments for compensatory time and unused or accrued vacation included in final average compensation.
- K. The pension ordinance shall be changed to reflect the agreement of the parties in Article 31, Section B.
- L. Each member of the City of Warren Employees Retirement System shall be allowed to make voluntary contributions, not in excess of five percent (5%) of his earnings nor less than one hundred eighty dollars (\$180.00) annually, to the system in order to provide himself with additional funds upon retirement. Under rules and regulations which the Board of Trustees shall adopt, such contributions may be made by lump sum payments in the month of July in any year and/or by regular payroll deductions. Such authorization forms shall be provided by the Controller's Office and made available to all members of the Employees Retirement System. When made, each member's voluntary contributions shall be separately accounted for in his additional account and accumulated together with annual investment increments or decrements thereon based upon the investment experience of the fund as determined by the Board of Trustees.

When a member becomes a "retirant" as defined by the City of Warren Ordinance 19, a member's voluntary employee contributions shall be applied to provide him with additional benefits in the same form of payment under which he received his pension. Members, if they so choose, upon application for retirement may elect to receive their voluntary employee contributions in a lump sum.

In addition to the times and circumstances otherwise provided herein for the payment of his voluntary employee contributions, a member shall be paid all of his voluntary employee contributions upon his request at any time in writing on a form furnished him by the Controller's Office; provided that such payment shall prohibit such member from making any further voluntary contributions for a period of one (1) year from and after such payment.

- M. Any member of the bargaining unit shall be entitled to buy back City of Warren layoff time and/or prior service time from any State of Michigan Pension System or State of Michigan Municipal Pension System, which the preceding governmental unit recognized as equivalent to and qualifying for full-time retirement system credit, for purposes of accumulating years of service toward retirement. This option must be exercised by July 1, 1995. Payment of the employee's contribution shall be made in accordance with Ordinance 19, Section 25-212. Contributions made by the employee will not be refundable and will remain in the retirement system. It is



understood that if retirement system credit is purchased under this provision of the collective bargaining agreement, a total combination of the number of years to be purchased of military service credit, City of Warren layoff time, and/or any credited service for CETA participation and preceding governmental service shall not exceed six (6) years.

- N. Optional Annuity Withdrawal: Any member of the bargaining unit who retires may elect, not less than thirty days or greater than ninety 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.
- O. It is understood that all employees in the bargaining unit are covered by Federal Social Security.
- P. Effective September 1, 1994, retirees shall have fifty percent (50%) of their total monthly premium for dental insurance deducted from their monthly pension check, provided they elect such coverage. The remainder of the dental insurance premium shall be paid as hereinbefore provided for health insurance. Retirees shall continue to receive all health insurance benefits as currently detailed in Article 22.
- Q. Effective November 23, 1999, all newly-hired members of the bargaining unit shall receive retirement benefits through the 401 (A) Defined Contribution Pension Plan. Such new hires will not be entitled to the retirement benefits provided in the Defined Benefit Pension Plan. Such defined contribution pension benefits shall be in lieu of all City of Warren Charter and/or ordinance pension entitlements. The vesting schedule for new hires applied to the Defined Contribution Pension Plan shall be twenty percent (20%) per year with full vesting upon completion of five (5) years of service. All city contributions shall be allocated to the savings oriented model portfolio until the new employee is fully vested in the Defined Contribution Pension Plan. All new employees joining the service of the City after the date of November 23, 1999, will be provided the 401 (A) Defined Contribution Pension Plan with the following funding options:

10% City Contribution      4% Employee Contribution

While the 401 (A) Defined Contribution Pension Plan benefits are mandatory for new hires, the benefits shall be an option for current members who may choose to convert their defined benefit pension rights to the Defined Contribution Pension Plan. Said plan shall be in lieu of the Defined Benefit Pension Plan benefits.

Members who elected to transfer to the 401 (A) Defined Contribution Pension Plan previously shall be eligible for immediate unconditional vesting and will have the following funding options:

15% City Contribution

3% Employee Contribution

- R. The parties agree that they will not propose any decreases or increases in the Defined Benefit and the Defined Contribution benefits through June 30, 2009.

The City will pay one hundred percent (100%) of the COBRA rate toward the premium for health care insurance for members who transferred from the Defined Benefit Pension Plan to the 401 (A) Defined Contribution Pension Plan who retire from the City of Warren under the following conditions:

1. Employees who leave the employ of the City at or after age 55 with a minimum of eight (8) years of actual service.
2. Employees who leave the employ of the City before age 55 with a minimum of eight (8) years of actual service will be eligible at age 55.
3. Employees who leave the employ of the City at or after age 50 with twenty-five (25) years of service.
4. Employees who leave the employ of the City before age 50 with twenty-five (25) years of service will be eligible at age 55.
5. Employees who leave the employ of the City with thirty (30) years of service at any age.
6. Employees who transfer into the Defined Contribution Pension Plan will have the same eligibility to receive or purchase health insurance upon retirement from the City of Warren for themselves, their spouse and their dependent children as presently exists in the Defined Benefit Plan.

The City shall provide a voluntary employee benefit association (VEBA) trust as a disability fund for the Defined Contribution Pension Plan. A member who transfers into the Defined Contribution Pension Plan shall retain the same disability pension benefit as presently exists, however, the City shall have the option of substituting a disability insurance policy with a benefit that is equivalent to the amount of a disability pension that the member is entitled to under the Defined Benefit Pension Plan. The full premium cost shall be borne by the City, and maintained in effect until the date the member leaves the employ of the City or retires.

The City's liability for the disability benefit shall be offset (1) by any amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (A) Defined Contribution Retirement Account, determined as of the effective date of the employee's disability-related separation from service. The member, at his option, may secure additional coverage on a contributory basis under a section 125 flexible benefit plan. This program will expressly be subject to the rules and regulations of the insurance carrier.

Upon formal ratification of this agreement by both parties, the adoption agreement/plan document for the 401 (A) Defined Contribution Pension Plan will

be submitted to the Internal Revenue Service if required. The window period for enrollment in the Defined Contribution Pension Plan will be February 1, 2000 through April 30, 2000. The date for transferring of funds from the Defined Benefit Pension Plan to the Defined Contribution Pension Plan will be established once the window period has expired. The City agrees that the funding level of the Defined Benefit Pension Plan will not fall below the most recent actuarial report evaluation dated June 30, 1996.

The Defined Contribution Pension Plan shall include investment manager options and investment options for members to direct their accounts with regular accounting of member accounts.

The Board of Trustees for the Defined Contribution Pension Plan shall consist of the Controller, or his designee; one (1) Mayoral designee; one (1) City Council designee; and two (2) members to be selected from and elected by the membership of the Defined Contribution Pension Plan.

## ARTICLE 38

### A. Tool Allowance

The City will agree to replace personal tools of Automotive Mechanic Trainees, Specialists and Technicians that are stolen from city property according to the following conditions:

1. Complete record of the personal tool inventory is filed with their department head, division office, and Purchasing Office. This listing will be updated annually. This listing at a minimum will provide the following information:

- a. Description of the tools.
- b. Make or brand name.

In addition, all tools must have identification marks and be kept in a locked box which in turn must be secured to a fixed anchor to be provided by the City.

2. Also, there must be physical evidence of a break in and theft.
3. Police report filed.

Other employees who are required to provide their own tools may be added to the coverage as agreed upon in special conference.

### B. Car Allowance

Construction Specialists in the Engineering Division who are requested to use their personal vehicle as part of their work shall be paid six dollars (\$6.00) per day or mileage, whichever is greater.

C. 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 call.

D. Monthly Mileage Allowance

Mileage shall be paid when a personal vehicle is used on city business. Employees shall be paid an amount equal to the mileage allowed by the Internal Revenue Service for the use of their personal cars for city business. The current allowable amount is \$.50 per mile for 2010. It is understood and agreed that should the Internal Revenue Service increase the amount for tax purposes, employees will immediately receive the new amount automatically.

E. Legal Services

The City shall provide employees with the benefits of the My Lawyer, "Family Plan" legal services within sixty days of ratification, November 9, 2005.

My Lawyer to be eliminated beginning July 1, 2011. The City will provide My Lawyer at the employees expense if requested by the union.

ARTICLE 39

UNIFORM ALLOWANCE

- A. Employees covered by this Agreement who are required by the Employer to wear a uniform will be credited with a one hundred ninety dollars (\$190.00) per year uniform allowance which may be accumulated from year to year effective July 1, 1999 or when the Collective Bargaining Agreement is settled, whichever is later.
- B. Animal Control Officers and Police Identification Technicians shall be credited with a three hundred eighty dollar (\$380.00) per year uniform allowance which may be accumulated from year to year effective July 1, 1999 or when the Collective Bargaining Agreement is settled, whichever is later.
- C. Such employees will be provided with a voucher as of August 1<sup>st</sup>. of each year that they may use to obtain their uniforms from a designated uniform supplier. Uniforms are to be obtained on the employee's own time. The source, style, and color of the uniform are to be determined by the Employer. Two (2) smocks per year, at a cost of forty-six dollars (\$46.00) per smock effective July 1, 1999 or when the Collective Bargaining Agreement is settled, whichever is later will be provided to Library employees with the source, style, and color to be determined by the Employer.
- D. The City will continue to provide rainwear and safety gear to employees whose jobs require such and also lab coats to the Laboratory Technicians at the Waste Water Treatment Plant according to past practice.

- E. The City shall also provide work shoes in accordance with this Article.
- F. New employees shall be credited with an initial uniform allowance amounting to the annual allowance currently in effect upon completion of their probationary period. They may immediately place their order for their initial complement of uniforms. On the July 1<sup>st</sup> immediately following the first crediting of the new employee's allowance, he shall receive a prorated amount equal to the annual allowance divided by the number of months since the date of entry into the classification requiring the wearing of a uniform.
- G. All classifications in the bargaining unit shall receive a one-thousand dollar (\$1,000.00) uniform/cleaning allowance, not to be folded into base pay or F.A.C., to be paid on the following dates:

July 1, 2004  
July 1, 2005  
July 1, 2006

## ARTICLE 40

### EDUCATIONAL INCENTIVE PROGRAM

The City will reimburse employees for educational costs incurred in furthering educational objectives subject to the following criteria and conditions:

- A. The employee shall obtain prior approval for any educational program from the Human Resources Department.
- B. The course or program must be reasonably related to the employee's work or assignment, or necessary to meet the job requirements of a promotable position in the employee's department, or division if the employee works in the Department of Public Service.
- C. An employee may be reimbursed for an educational course or program necessary to meet job requirements for promotion into a position in another department or division if prior approval for such course or program is given by the employee's department head. The department head's decision on such requests shall be final and not subject to the grievance process.
- D. The parties agree that on courses which are graded with the language "with a satisfactory grade of 'C'" will continue, however, in those courses which only provide for a pass/fail or satisfactory/non-satisfactory, the individual taking the course will be required to either pass the course or to receive a satisfactory mark to qualify for eligibility.
- E. The City will pay a maximum of one thousand dollars (\$1,000.00) per year for educational improvement per employee effective November 9, 2005.

## ARTICLE 41

### 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 42

### 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 one (1) year. 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 been incapacitated for his regular work by injury or compensable occupational disease while engaged by the City will be employed when there is a job opening for which he is qualified, seniority permitting.

## ARTICLE 43

### GENERAL PROVISIONS

#### A. Pledge Against Discrimination and Coercion

1. 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.

2. 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.

3. As a result of the execution of this contract, no employee shall suffer the loss of any benefit established or enjoyed prior to these negotiations and not otherwise dealt with in this contract.

4. This Agreement shall supersede any rules, regulations, ordinances, and resolutions of the City inconsistent herewith. Should any part of this Agreement or any supplement thereto be rendered or declared illegal or invalid by legislation or decree of a

court of competent jurisdiction, such invalidations shall not affect the remaining portions of this Agreement, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

B. 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. Nothing of a political, libelous, or derogatory nature shall be posted on such bulletin boards.

C. Required Licensing

The City of Warren does not require any of their employees to possess a chauffeur's license to drive a city vehicle. However, if it should become necessary for employees to possess one, they will be reimbursed the cost by the City.

ARTICLE 44

VISITS BY UNION REPRESENTATIVES

The Employer agrees that the elected officers and/or International representatives of Local Union 1250 and Council #25 shall have full and free access to the premises of the Employer at any time during working hours to conduct union business.

ARTICLE 45

NEGOTIATION MEETINGS

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 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 seven (7) in number. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during working hours on the Employer's premises without loss of pay to the Union's negotiators.

ARTICLE 46

DEFINITION OF GENDER

It is the intent of the parties that the use of masculine pronouns throughout this Agreement was merely an attempt to simplify the language and should not be denotative of a discriminatory intent.

ARTICLE 47

## 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, 2012. There shall be no retroactive adjustments for any former employee. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than February 15th prior to the expiration date.

## ARTICLE 48

## 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.



## APPENDIX A

The following listing is an enumeration of classifications to be joined in series as provided in Article 29, Section A.1:

Account Specialist, Account Technician  
Account Specialist, Payroll Technician  
Account Specialist, Purchasing Technician  
Administrative Clerk, Administrative Clerical Technician,  
Senior Clerk  
Automotive Mechanic Trainee, Automotive Mechanic Specialist,  
General Welder, Automotive Mechanic Technician  
Carpenter I and II  
Computer Operator, Computer Technician, Computer Programmer I  
Data Entry Specialist, Data Entry Technician  
Engineering Specialist, Engineering Technician  
Janitor, Building and Grounds Maintenance Specialist  
Industrial Waste Technician, Laboratory Technician,  
Industrial Waste Specialist, Junior Chemist  
Library Assistant-Special Services, Senior Library Assistant-  
Special Services  
Library Technician, Pre-Professional Library Trainee,  
Branch Librarian  
Plumbing Inspector, Water Systems Monitor  
Police Identification Technician, Senior Identification  
Technician  
Property Appraiser I, II, and III  
Recreation Maintenance Specialist, Recreation Maintenance  
Technician  
Recycling and Compost Specialist, Sanitation Operator  
Specialist, Sanitation Operator Technician  
W.W.T.P. Building and Grounds Specialist, W.W.T.P. Building and Grounds Technician  
D.P.W. Service specialist  
Stenographic Specialist, Stenographic Technician,  
Administrative Secretary  
Tax Account Specialist, Tax Account Technician,  
Tax Accounting Assistant II  
W.W.T.P. Electrician, Master Electrician  
W.W.T.P. Mechanic Specialist, W.W.T.P. Mechanic Technician  
W.W.T.P. Operator Specialist, W.W.T.P. Operator Technician  
Water and Sewer Maintenance Specialist, Water and Sewer  
Maintenance Technician  
Water Meter Reader Specialist, Water Meter Reader Technician  
Water Meter Service Specialist, Water Meter Repair Specialist,  
Water Meter Repair Technician

## APPENDIX B

The following listing is an enumeration of those classifications which will require written and performance tests when promotions cannot be made from a lower series as provided for in Article 29, Section B.1:

Account Specialist, Account Technician  
Account Specialist, Payroll Technician  
Account Specialist, Purchasing Technician  
Accountant I  
Administrative Clerk, Administrative Clerical Technician,  
    Senior Clerk  
Civil Service Personnel Technician  
Computer Instrumentation Technician  
Computer Operator or Computer Technician, Computer Programmer I  
Data Entry Specialist, Data Entry Technician  
Legislative Secretary  
Maintenance Management Technician  
Personnel Clerk  
Police Identification Specialist  
Stenographic Specialist, Stenographic Technician,  
    Administrative Secretary

The following listing is an enumeration of those classifications which will require only a written test when promotions cannot be made from a lower series as provided for in Article 29, Section B.1:

Cash Management and Investment Assistant  
City Building Inspector  
Construction Specialist  
Drafting Specialist  
Election and Registration Specialist  
Electrical Inspector  
Engineering Specialist, Engineering Technician  
Heating and Refrigeration Inspector  
Indoor/Outdoor Swimming Pool Maintenance  
Inspector-Service Division  
Industrial Waste Technician, Laboratory Technician,  
    Industrial Waste Specialist, Junior Chemist  
Library Technician, Pre-Professional Library Trainee,  
    Branch Librarian  
License Officer/Voting Machine Custodian  
Liquid Waste Monitor  
Microfilm Technician  
Plumbing Inspector, Water Systems Monitor  
Police Identification Technician, Senior Identification  
    Technician  
Property Appraiser I, II, and III  
Tax Account Specialist, Tax Account Technician,  
    Tax Accounting Assistant II  
Personal Tax Collector

W.W.T.P. Electrician, Master Electrician  
Zoning Inspector

APPENDIX B (Continued)

The following listing is an enumeration of those classifications to which promotions will be by seniority, by qualifications, by trial period when promotions cannot be made from a lower series as provided for in Article 29, Section B.1:

Animal Control Officer  
Automotive Mechanic Trainee, Automotive Mechanic Specialist,  
General Welder, Automotive Mechanic Technician  
Automotive Parts Clerk  
Carpenter I and II  
Janitor, Building and Grounds Maintenance Specialist  
Library Assistant-Special Services, Senior Library Assistant-  
Special Services  
Matron  
Recreation Maintenance Specialist, Recreation Maintenance  
Technician  
Recycling and Compost Specialist, Sanitation Operator  
Specialist, Sanitation Operator Technician  
W.W.T.P. Building and Grounds Specialist, W.W.T.P. Building and Grounds Technician  
D.P.W. Service Specialist  
Stock Clerk  
Traffic Sign Service Person  
W.W.T.P. Mechanic Specialist, W.W.T.P. Mechanic Technician  
W.W.T.P. Operator Specialist, W.W.T.P. Operator Technician  
Watchman  
Water and Sewer Maintenance Specialist, Water and Sewer  
Maintenance Technician  
Water Meter Reader Specialist, Water Meter Reader Technician  
Water Meter Service Specialist, Water Meter Repair Specialist,  
Water Meter Repair Technician  
Xerographic Specialist

## APPENDIX C

### GRIEVANCE PROCEDURE - DEPARTMENTS AND DIVISIONS

#### ASSESSING DEPARTMENT

Step 1. All Personnel - Deputy City Assessor  
Step 3. All Personnel - City Assessor

#### CLERK'S OFFICE

Step 1. All Personnel - Deputy City Clerk  
Step 3. All Personnel - City Clerk

#### CONTROLLER'S OFFICE

Step 1. Data Processing - Data Processing Manager  
Step 1. Purchasing Office - Purchasing Agent  
Step 1. All Others - Accounting Supervisor  
Step 3. All Personnel - City Controller

#### FIRE DEPARTMENT

Step 1. All Personnel - Commissioner  
Step 3. All Personnel - Commissioner

#### LIBRARY DEPARTMENT

Step 1. Branch Personnel - Head Librarian  
Step 1. Clerical - Head Librarian  
Step 1. Senior Library - Director of Libraries  
Assistant-Special Services  
Step 3. All Personnel - Director of Libraries

#### PARKS AND RECREATION DEPARTMENT

Step 1. Recreation Maintenance - Parks and Forestry Supervisor  
Step 1. Forestry Division - Parks and Forestry Supervisor  
Step 1. Clerical - Assistant Director  
Step 3. All Personnel - Director of Parks and Recreation

#### DEPARTMENT OF HUMAN RESOURCES

Step 1. All Personnel - Human Resources Director  
Step 3. All Personnel - Human Resources Director

#### PLANNING DEPARTMENT

Step 1. All Personnel  
Step 3. All Personnel  
POLICE DEPARTMENT

- City Planners  
- Director of Planning

Step 1. Clerical  
Step 1. Animal Control  
Officers and Clerical  
Step 1. ID Technicians  
and Clerical  
Step 1. Secretary to  
Assistant Chief  
Step 1. Secretary to  
Commissioner  
Step 3. All Personnel

- Investigative Deputy Chief  
- Patrol Deputy Chief  
  
- Administrative Deputy Chief  
  
- Assistant Chief  
  
- Commissioner  
  
- Commissioner

### DEPARTMENT OF PUBLIC SERVICE

#### Building Division

Step 1. All Personnel  
Step 2. All Personnel  
Step 3. All Personnel

- Assistant Director  
- Director of Building  
- Director of Public Service

#### Building Maintenance Division

Step 1. All Personnel  
Step 2. All Personnel  
Step 3. All Personnel

- Foremen  
- Building and Grounds Superintendent  
- Director of Public Service

#### Engineering Division

Step 1. Field Personnel  
Step 1. Office Personnel  
Step 2. All Personnel  
Step 3. All Personnel

- Senior Engineering Field Supervisor  
- Civil Engineer  
- City Engineer  
- Director of Public Service

#### Public Service Office

Step 1. All Personnel  
Step 3. All Personnel

- Assistant to Director  
- Director of Public Service

#### Division of Public Works

Step 1. D.P.W. Service  
Specialists  
Step 1. Mechanics, Parts  
Clerk and Welder  
Step 1. Clerical

- Foremen  
  
- Assistant Superintendent  
  
- Assistant Superintendent

Step 2. All Personnel  
Step 3. All Personnel

- Superintendent of D.P.W.
- Director of Public Service

## Sanitation Division

Step 1. Pickup Crews and Scale Operator	- Foremen
Step 1. Mechanics and Clerical	- Assistant Superintendent
Step 2. All Personnel	- Superintendent of Sanitation
Step 3. All Personnel	- Director of Public Service

## Service Division

Step 1. All Personnel	- Chief Inspector
Step 3. All Personnel	- Director of Public Service

## Waste Water Treatment Plant

Step 1. Maintenance Personnel	- Maintenance Foreman
Step 1. W.W.T.P. Operators	- Operator Foremen
Step 1. Laboratory Technicians and Junior Chemists	- Laboratory Director
Step 1. Industrial Waste Personnel	- Industrial Services Supervisor
Step 1. Clerical	- Superintendent of W.W.T.P.
Step 2. All Personnel	- Sanitary Engineer
Step 3. All Personnel	- Director of Public Service

## Water Division

Step 1. Meter Readers, Meter Repair and Meter Service	- Water Division Supervisor
Step 1. Water and Sewer Maintenance	- Water Division Supervisors
Step 1. Clerical at Water Garage	- Water Division General Supervisor/Dispatcher
Step 1. Account Technicians	- Accountant III
Step 2. All Personnel	- Water Division Superintendent
Step 3. All Personnel	- Director of Public Service

## TREASURER'S OFFICE

Step 1. All Personnel	- Deputy City Treasurer
Step 3. All Personnel	- City Treasurer

It is understood that this listing is furnished by the City to the Union as an aid to better grievance handling only. Management may change its designations from time to time as necessary.

## APPENDIX D Classification List

ACCOUNT SPECIALIST  
ACCOUNT TECHNICIAN  
ACCOUNTANT I  
ADMINISTRATIVE CLERICAL TECHNICIAN  
ADMINISTRATIVE CLERK  
ADMINISTRATIVE CLERK TRAINEE  
ADMINISTRATIVE SECRETARY  
ADMIN SPEC – POLICE AND FIRE RETIREMENT  
ANIMAL CONTROL OFFICER  
ARCHIVAL TECHNICIAN  
ASSISTANT CRIME MIS SPECIALIST  
ASSISTANT PLANNER  
ASST RENTAL INSPECT COORDINATOR  
AUTOMOTIVE MECHANIC SPECIALIST  
AUTOMOTIVE MECHANIC TECHNICIAN  
AUTOMOTIVE MECHANIC TRAINEE  
AUTO PARTS CLERK  
BUILDING & GROUNDS MAINTENANCE SPECIALIST  
BUILDING & GROUNDS MAINTENANCE/BOILER SPECIALIST  
BRANCH LIBRARIAN  
BUSINESS LICENSING TECHNICIAN  
CDBG ADMINISTRATIVE & FINANCIAL ASSISTANT  
CDBG TECHNICIAN  
CDBG RENTAL CODE ENFORCEMENT INSPECTOR  
CARPENTER I  
CARPENTER II  
CASH MANAGEMENT & INVESTMENT ASSISTANT  
CHIEF DIAGNOSTIC MECHANIC TECHNICIAN  
CITY BUILDING INSPECTOR  
CIVIL SERVICE PERSONNEL TECHNICIAN  
COMPUTER INSTRUMENTATION TECHNICIAN  
COMPUTER INSTRUMENT PROGRAMMING TECHNICIAN  
COMPUTER / NETWORK ANALYST  
COMPUTER OPERATOR  
COMPUTER PROGRAMMER I  
COMPUTER TECHNICIAN  
CONSTRUCTION SPECIALIST  
DATA ENTRY SPECIALIST  
DATA ENTRY TECHNICIAN  
DPW SERVICE SPECIALIST RESTRICTED  
DPW SERVICE SPECIALIST UNRESTRICTED  
DRAFTING SPECIALIST  
ELECTION & REGISTRATION SPECIALIST  
ELECTRICAL INSPECTOR  
ELECTRICIAN INSTRUMENTATION TECHNICAL SPECIALIST  
ENGINEERING SPECIALIST  
ENGINEERING TECHNICIAN  
FACILITY MAINTENANCE SPECIALIST  
FORENSIC TECHNOLOGIST  
GENERAL LABORER  
GENERAL WELDER  
HEATING & REFRIGERATION INSPECTOR  
HEAVY DUTY TRUCK & AUTO MECHANIC SPECIALIST  
HEAVY DUTY TRUCK & AUTO MECHANIC TECHNICIAN  
HEAVY DUTY TRUCK & AUTO MECHANIC TRAINEE  
INDOOR/OUTDOOR POOL MAINTENANCE  
INDUSTRIAL WASTE SPECIALIST  
INDUSTRIAL WASTE TECHNICIAN  
INFO & CONTROL SYSTEMS TECHNICIAN  
INFO & CONTROL SYSTEMS TRAINEE  
INSPECTOR – SERVICE DIVISION  
JANITOR  
JUNIOR CHEMIST  
LEGISLATIVE SECRETARY  
LIBRARY TECHNICIAN  
LIBRARY ASSISTANT SPECIAL SERVICES  
LICENSE OFFICER/VOTING MACHINE CUSTODIAN  
MAINTENANCE MANAGEMENT TECHNICIAN  
MASTER ELECTRICIAN  
MATRON SPECIALIST  
MICROFILM TECHNICIAN  
OFFICE ASSISTANT  
OFFICE ASSISTANT – CLERK'S OFFICE  
OFFICE COORDINATOR – ASSESSING  
PAYROLL TECHNICIAN  
PERSONAL TAX ACCOUNT SPECIALIST  
PERSONAL TAX COLLECTOR  
PERSONNEL CLERK  
PLUMBING INSPECTOR  
POLICE ID SPECIALIST  
POLICE ID TECHNICIAN  
PRE-PROFESSIONAL LIBRARY TRAINEE  
PROPERTY APPRAISER I  
PROPERTY APPRAISER II  
PROPERTY APPRAISER III  
PROPERTY APPRAISER III CERTIFIED



## APPENDIX D - Continued

PURCHASING TECHNICIAN  
RECREATION MAINTENANCE SPECIALIST RESTRICTED  
RECREATION MAINTENANCE SPECIALIST UNRESTRICTED  
RECREATION MAINTENANCE TECHNICIAN RESTRICTED  
RECREATION MAINTENANCE TECHNICIAN UNRESTRICTED  
RECYCLING & COMPOST SPECIALIST  
RENTAL INSPECTION COORDINATOR  
SANITATION OPERATOR SPECIALIST  
SANITATION OPERATOR TECHNICIAN  
SENIOR ADMINISTRATIVE SECRETARY – BUILDING SENIOR  
ADMINISTRATIVE SECRETARY - COUNCIL SENIOR  
ADMINISTRATIVE SECRETARY – FIRE SENIOR  
ADMINISTRATIVE SECRETARY – LIBRARY SENIOR  
ADMINISTRATIVE SECRETARY – PLANNING SENIOR  
ADMINISTRATIVE SECRETARY – POLICE  
SENIOR ADMINISTRATIVE SECRETARY – PUBLIC SERVICE  
SENIOR ADMINISTRATIVE SECRETARY – WWTP  
SENIOR CLERK  
SENIOR POLICE ID TECHNICIAN  
SENIOR LIBRARY ASSISTANT – SPECIAL SERVICES  
SENIOR RISK MANAGEMENT TECHNICIAN  
STENOGRAPHIC SPECIALIST  
STENOGRAPHIC TECHNICIAN  
STOCK CLERK  
TAX ACCOUNT ASSISTANT II  
TAX ACCOUNT SPECIALIST  
TAX ACCOUNT TECHNICIAN  
TAX BILL ADJUSTMENT SPECIALIST  
TRAFFIC SIGN SERVICE PERSON  
WWTP BUILDING & GROUNDS SPECIALIST  
WWTP BUILDING & GROUNDS TECHNICIAN  
WWTP CALIBRATION SPECIALIST  
WWTP ELECTRICIAN  
WWTP LABORATORY TECHNICIAN  
WWTP LIQUID WASTE MONITOR  
WWTP MECHANIC SPECIALIST  
WWTP MECHANIC TECHNICIAN  
WWTP MECHANIC SPECIALIST /TRAINEE  
WWTP OPERATOR TECH / TREATMENT SPECIALIST WITH C  
WWTP OPERATOR TECH / TREATMENT SPECIALIST W/OUT C

WATCHMAN SPECIALIST  
WATER METER READER SPECIALIST  
WATER METER READER TECHNICIAN  
WATER METER REPAIR SPECIALIST  
WATER METER REPAIR TECHNICIAN  
WATER METER SERVICE SPECIALIST  
WATER METER SERVICE TECHNICIAN  
WATER SYSTEMS MONITOR  
WATER UTILITIES OPERATOR WITH S4  
WATER UTILITIES OPERATOR WITHOUT S4  
XEROGRAPHIC SPECIALIST  
ZONING INSPECTOR

WWTP TRAINEE

## APPENDIX E

### BUY AMERICAN PLEDGE

This Letter of Understanding is made and entered into this 14th day of September, 2010, by and between the City of Warren (hereinafter "City") and AFSCME Local 1250 (hereinafter "Union").

Both parties recognize that a significant portion of the City's tax base is comprised of commercial activity related to the automotive industry.

Further, both parties recognize the importance of supporting the domestic automotive industry and that a healthy domestic automotive industry is good for both parties to this Letter of Understanding.

Based upon the foregoing, the City and Union mutually agree to the following policy that will be implemented immediately:

Buy American – The parties agree that in an effort to support the domestic auto and supplier industry and dealerships help revitalize the U.S. auto industry, every time any bargaining unit member purchases or leases a domestically made Chrysler, General Motors or Ford Motor Company vehicle while this Letter of Understanding is in effect, the City shall purchase and convey to said bargaining unit member one \$100 United States Savings Bond in his/her name , up to a maximum of two (2) vehicle purchases.

This Letter of Understanding shall commence immediately and shall be incorporated by reference into future collective bargaining agreements.

This is the entire agreement by and between the City of Warren and the Union. This agreement shall set no precedent nor shall this agreement be indicative of how the parties have either handled similar issues in the past or how they will be handled in the future. Further, this agreement does not diminish or modify any other rights given to either party under the collective bargaining agreement.

LETTER OF UNDERSTANDING

The parties agree that by moving language from the letter of intent #7 into the contract under Article 5 there is no intent to change the past interpretations of this Section. This letter should be given the same weight, impact and interpretation as if it were included in the body of the contract. The Union recognizes the extraordinary circumstances involved in waste disposal and concedes the subcontracting of the Transfer Station and withdraws the pending Unfair Labor Practice Charge as it relates to the subcontracting of such Transfer Station. The Union also recognizes the Employer's intent to subcontract the Janitor work for the six Library buildings, the Recreation offices at Warkop, Nine Mile Road and the Fitzgerald Recreation Retiree Center, and the Fire Department offices on Nine Mile Road which the City previously declared its intent to do. There are currently two Janitors assigned to perform such work. The Union will not protest that subcontract. The parties agree to expunge from the records pending grievance numbers 337, 370, 384, and 385 concerning subcontracting, the previous arbitration awards #54 39 1476 81, #54 39 1509 76, and #54 39 0899 76 concerning subcontracting and the transcript and documents concerning subcontracting generated by the pending Unfair Labor Practice Charge. The Employer shall have the same rights under Article 5 that it has had in the past.

CITY OF WARREN

LOCAL 1250, MICHIGAN AFSCME  
COUNCIL #25

By: \_\_\_\_\_

By:

## MEMORANDUM OF UNDERSTANDING

### RE: WAGES, COLA AND OTHER ECONOMIC BENEFITS

A. This Memorandum of Understanding will become effective only upon resolution of the entire Collective Bargaining Agreement for the period of July 1, 1997 through June 30, 2002, and is only effective during the term of the Contract. Once negotiations are concluded for a new Collective Bargaining Agreement, this Memorandum of Understanding shall be subject to the grievance procedure and arbitration clause contained in that contract.

B. This Memorandum shall supersede any specific provisions of the Collective Bargaining Agreement that are inconsistent with the terms and intent of this Memorandum. In executing this Memorandum, it is the intent of the parties to resolve their respective economic demands by reference to changes in the resolution of the same economic issues as decided by agreement between the Employer and Local 1917, AFSCME and/or Local #412, UAW for the following Articles in the Local #1250, AFSCME Contract; Article 18, Shift Differential Pay; Article 20, Holiday Pay; Article 22, Insurance; Article 23, Sick Leave; Article 24, Sickness and Accident Insurance; Article 26, Personal Leave; Article 31, Wages; Article 32, Cost of Living Allowance; Article 33, Longevity; Article 37, Pension Changes; Article 38, Allowances (Tool, Car per day expense, phone and monthly mileage); Article 39, Uniform Allowance; and any changes in residency provisions. "Monthly Auto Allowance" is not covered by the "me-too" clause.

C. It is understood that the matter of wages, cost of living allowance, and other economic benefits set forth herein (if increased only) shall be incorporated

into the Collective Bargaining Agreement by appropriate language at such time as said matters are resolved in accordance with this Memorandum of Understanding.

D. It is expressly agreed and understood that all employees in the bargaining unit shall be granted any increased economic benefits granted or awarded to Local #1917, AFSCME and/or Local #412, UAW for the Articles set forth herein, and all such benefits shall be retroactive to the same extent as provided for in the Local #1917, AFSCME and/or Local #412, UAW Contracts. Such retroactive benefits shall be paid to all employees of this bargaining unit in exactly the same manner and at the same time as required by the new Local #1917, AFSCME and/or Local #412, UAW Contracts.

CITY OF WARREN

AFSCME LOCAL 1250

\_\_\_\_\_  
BY: DATED

\_\_\_\_\_  
BY: DATED

CLARIFICATION OF MEMORANDUM OF UNDERSTANDING

RE: WAGES, COLA, AND OTHER ECONOMIC BENEFITS

As was discussed during the recent negotiations regarding the "me-too memo" newly negotiated in the Local 1250 Collective Bargaining Agreement, it was specifically understood by the parties that the "me-too memo" would exclude the monthly car allowance and any special before age 50 early retirement if granted by City Council to "at-will employees" covered under the UAW Local 412, Units 59 and 60, Agreements. All other improvements in benefits included in the Articles referenced in the memo that are granted to members of the 412 UAW Units and the 1917 AFSCME Unit shall be granted to members in the Local 1250 General Employees Bargaining Unit.

CITY OF WARREN

LOCAL 1250, MICHIGAN AFSCME  
COUNCIL #25

By: \_\_\_\_\_

By:

LETTER OF UNDERSTANDING

RE: MANDATORY CURBSIDE RECYCLING AND COMPOSTING PROGRAM

To provide for the implementation of a mandatory curbside recycling and composting program, the City of Warren and AFSCME Local 1250 agree to the following amendments to the 1988-1993 Collective Bargaining Agreement:

In accordance with Article 30, the parties agree to the implementation of a new classification titled "Recycling and Compost Specialist" to be joined in series with Sanitation Operator Specialist and Sanitation Operator Technician. The pay scale for this position will begin on July 2, 1993 at \$7.75 per hour and increase in equal annual increments to \$10.00 per hour after five (5) years.

The Union agrees to amend Article 29 (C) and (D) for the classification of Recycling and Compost Specialist only. When a Sanitation Operator Specialist is absent for the day, the senior Recycling and Compost Specialist shall be offered the out-of-classification assignment. Such employee shall be paid the entry-level rate of the Sanitation Operator Specialist classification. The City agrees that it intends to fill permanent vacancies in both of these classifications in a timely manner in order to reduce these out-of-classification assignments.

Amending Article 14 (C), the parties agree that during the thirty-five (35) week compost season, the City may hire ten (10) temporary employees and there shall be no extension requests required for these employees under the collective bargaining agreement. The City shall provide the Union with a list of the ten individuals covered by this agreement no more than thirty (30) days after the commencement of the compost season. The use of any other temporary employees will conform to current practice.

The City agrees to continue thirteen (13) collection routes until the implementation of the mandatory recycling and compost program.

CITY OF WARREN

LOCAL 1250, MICHIGAN AFSCME  
COUNCIL #25

By: \_\_\_\_\_

By:

DATED: November 23, 1993

### Letter of Understanding

The parties agree that this Letter of Understanding will not change the existing practice of the respective parties but instead has confirmed the practice of the parties.

The order of priority for promotional and demotional purposes shall be:

1. Within the series within the division.
2. Within the series within the department.
3. Within the series within the City.
4. Out of series within the division.
5. Out of series within the department.
6. Out of series within the City.

\*RECREATION MAINTENANCE SPECIALIST AND RECREATION MAINTENANCE TECHNICIANS WILL BE ALLOWED TO TRANSFER, PROMOTE AND DEMOTE TO POSITIONS CONTAINED IN THE PUBLIC SERVICE DEPARTMENT AS IF THEY WERE PUBLIC SERVICE POSITIONS, SENIORITY PERMITTING.



LETTER OF UNDERSTANDING

The parties recognize that the City is performing a multi-phase efficiency study at the Waste Water Treatment Plan. This study is necessitated by the increase in water and sewer rates and the requirement that all future operations be done as efficiently as possible. The parties recognize that upon completion of the study the contract will reopen to the extent of bargaining the effects of the recommendations of the multi-phase efficiency study.

CITY OF WARREN

AFSCME LOCAL 1250

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

This resolves the issue and it will not be submitted in Fact Finding.

CONTRACT EXTENSION  
July 1, 2002 through June 30, 2004

The City of Warren and AFSCME Local 1250 have discussed the issue of temporary employee and contracting out grievances which are presently pending between the respective parties.

In return for reaching a full and final settlement of these grievances, the parties have reached the following tentative agreement.

1. The parties agree to a two (2) year extension of the existing Collective Bargaining Agreement with the only changes being dates and clean up language where there is no longer applicability due to the passage of time except as set forth below;

- a. Effective July 1, 2002 a three percent (3%) across the board wage increase will be provided to all classifications in the bargaining unit.
- b. Effective July 1, 2003 a three percent (3%) across the board wage increase will be provided to all classifications in the bargaining unit.
- c. Article 33-Longevity, Section B – Revise to increase maximum amount of annual Longevity payment from twenty-five (\$2,500.00) to twenty-seven (\$2,700.00) effective 7/1/02.

3. The parties will resolve as part of this contract extension how temporary employees will be handled from this point forward both under the existing Agreement and under this Extension Agreement;

The language in the Agreement on temporary employees will remain the same except as follows:

- a. The 89 day limitation will not apply to use of temporary employees who are filling in for employees on FMLA Leave or are on a medical leave of absence. The City will provide notice to the Union of temporary employees who are filling in for bargaining unit members where the members FMLA or medical leave is anticipated to be in excess of thirty (30) days.
- b. Up to two seasonal employees will be allowed in the Service Division from April 15<sup>th</sup>. through September 15<sup>th</sup>. if all budgeted positions in the Service Division are filled which existed in the 2001/2002 Service Division Budget.

4. The Waste Water Treatment Plant's Letters of Understanding will be

incorporated into the Extension Agreement and the parties will continue to negotiate the transition in the Waste Water Treatment Plant.

5. All pending grievances and arbitrations on temporary employees (some of which are entitled subcontracting grievances) will be resolved and dismissed based upon this Agreement. No back pay will be paid on any pending grievances. Within thirty days after ratification of this agreement, the City will provide notice to the temporary employees, and remove all temporary employees who are in violation of the Temporary Employee provision.

6. All other provisions in the Collective Bargaining Agreement will remain in effect.

City:

Union:

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Letter of Understanding

September 17, 2001

Mr. Rick Traub, President  
AFSCME Local 1250  
30500 Van Dyke Avenue  
Suite 404  
Warren, Michigan 48093

Re: City of Warren/AFSCME Local 1250/Tentative Agreement

Dear Mr. Traub:

This will confirm the parties discussion regarding the Pension Moratorium Letter which was a part of the Collective Bargaining Agreement between the parties which expires on June 30, 2002. This will confirm the agreement of the parties that the Moratorium language will continue in the Extension Agreement. This means that the Moratorium will be in effect when the parties bargain the next Collective Bargaining Agreement for the period which begins July 1, 2004.

It is my understanding that this is the position of the Union on this matter. As I indicated to you, this is acceptable to the City.

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Concur:

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Mark R. Simlar  
Labor Relations Coordinator

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Rick Traub, President  
AFSCME Local 1250

LETTER OF UNDERSTANDING

THE PARTIES AGREE THAT THIS LETTER OF UNDERSTANDING WILL CONFIRM THE CONCEPT OF ADOPTING TWO NEW CLASSIFICATIONS

- A. GENERIC GENERAL LABOR (POOLED)
- B. GENERIC OFFICE ASSISTANT (POOLED)

AFTER RATIFICATION OF THE NEW 2004-2009 COLLECTIVE BARGAINING AGREEMENT BOTH SIDES MUTUALLY AGREE TO NEGOTIATE THE JOB DESCRIPTION AND INTENT OF THESE NEW CLASSIFICATIONS.

CITY OF WARREN

AFSCME LOCAL 1250

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BY:

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BY: