

AGREEMENT

Between

CITY OF DEARBORN HEIGHTS

and

DEARBORN HEIGHTS CHAPTER OF LOCAL 290

AFFILIATED WITH COUNCIL #25

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

2009 – 2013

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This Agreement is between the City of Dearborn Heights (hereinafter referred to as the "Employer" or "City") and the Dearborn Heights Chapter of Local 290, affiliated with Council #25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize 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 other conditions of employment for the term of this Agreement of all members of the Bargaining Unit excluding Police and Firemen, DPW Supervisors and the following:

Secretaries – Mayor’s Office (2)

Assistant to Mayor – Mayor’s Office (1)

All Department Heads and Deputies

Building – Office Manager (1)

Human Resources Director (1)

Community and Economic Development Employees

Community Center Manager (2)

Recreation Coordinator

CETA, EEA, PSI and similar programs based upon source of funding

Accountant (per letter 5-9-84 Re MERC Case No. C84A-23)

Senior Citizens Coordinators (2) (per letter 5-9-84 re MERC Case C84A-23)

Human Resource Specialist

Court Employees

Building Inspectors

Appraisers (2)

Executive Secretary – Police Department (per MERC Case No. UC99 G-25)

Director of Libraries

ARTICLE II

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing and the Union's success in rendering proper services to the public.

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

ARTICLE III

AID TO OTHER UNIONS

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

ARTICLE IV

UNION SECURITY AND CHECK-OFF

I. The parties recognize that all employees covered by this Agreement should pay their fair

share of the cost of negotiating and administering the Agreement.

- II. A. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees, and assessments or shall pay a collective bargaining service fee or such fee as is provided for in Section V for cost of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee once set during the contract shall not change more than once each contract year.
- B. Upon receiving full time status, probationary employees shall tender an initiation fee of ten (10) dollars to the existing Chief Steward or Executive Board officer of the local. This fee will be either check or money order form and written to AFSCME Local 290. Provided the above conditions in this article are met, the member will be considered in good standing.
- III. A. Any employee who has failed to either maintain membership or pay the requisite agency fee or such fee as is provided for in Section V, shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:
 - 1. The Union has notified the employee by certified letter addressed to that employee's address last known to the Union spelling out that such employee is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, such employee will be reported to the City for termination from employment as provided for herein, and;
 - 2. The Union has furnished the City with written proof that the foregoing

procedure has been followed or has supplied the City with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article, and provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee, including but not limited to, the cost of administering and negotiating this and succeeding agreements.

- IV. A. The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide to the City an authorization in form attached hereto as Attachment "A". The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing the deduction services. Furthermore, the employee shall agree that in the event a refund is due to an employee for any reason, such employee shall seek such refund from the Union.
- B. Such sums deducted from an employee's pay accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Secretary-Treasurer of the Local Union c/o City of Dearborn Heights, 6045 Fenton,

Dearborn Heights, Michigan 48127, within 30 days after such collections have been made.

- C. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
 - D. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
 - E. The City shall not be liable for the remittance of payments of any sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- V. An employee who is a member of and adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment; such employee may, however, be required by the Union to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payment to the labor organization. The employee may choose from one of the following non-religious, tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code: 1. ACLU or 2. NAACP
- VI. AFSCME P.E.O.P.L.E. language, P.E.O.P.L.E. Checkoff: The employer agrees to deduct

from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE V

REPRESENTATION

- I. It is mutually agreed that for the purpose of handling grievances on its behalf, the Union will be represented by not more than one (1) Chief Steward and five (5) District Stewards. Each district shall be represented by a Steward who shall be a regular seniority employee working in that district. The districts are as follows:
 - District #1: City Hall and Fire Department Building
 - District #2: Highway Division
 - District #3: Water Department
 - District #4: Building Maintenance and Parks & Recreation
 - District #5: Police Buildings
- II. The Union may appoint a temporary Chief Steward to fill a vacancy caused by absence of five (5) days or more of the regular Chief Steward or District Steward. The City shall be notified of any change by the Union in writing before the start of the working day.
- III. Should it become necessary for the Chief Steward or District Steward of that designated department to leave the Steward's place of work in order to investigate any or all grievances,

the Steward shall request permission of the Supervisor immediately in charge of the Steward's worksite, who shall have authority to release said Steward and who shall not unreasonably withhold or delay permission. The Steward shall provide the Supervisor in charge with the name and location of the employee the Steward is going to see. The Steward shall proceed directly to and from the location identified to the person in charge and will notify that person upon returning to work. The privilege provided in this section is extended to Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused or used as a work avoidance device.

- IV. A. The City will recognize a union negotiating committee of up to four (4) bargaining unit employees to be designated by the Union in writing before commencement of negotiations.
- B. The City will grant reasonable straight time hours off to the Union designated negotiating committee for the purpose of attending negotiating sessions with the City and will compensate members of such bargaining committee for straight time hours (up to eight per session) for which such committee was otherwise scheduled to work but did not work due to negotiations.
- C. The City agrees that prior to negotiations commencing for a renewal agreement that the Union committee described in subsection (A) of this section will be granted reasonable time off to prepare for negotiations, not to exceed 12 total hours to be paid by the City for the entire committee collectively; to be split among committee members by the Union. Straight time rate only.
- D. The President of the Local shall be able to attend meetings necessary for him or her to attend. These meetings may be in the Dearborn Heights Chapter or other

Chapters of the Local. The Immediate Supervisor must be given prior notice of meetings and must be notified at the end of meetings. Rare meetings that require the whole day will not be charged as Union days.

- V. All information requests by the Union will be submitted to the Human Resource Department who will respond.
- VI. During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's function, present the Collective Bargaining Agreement (CBA) and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the bargaining unit an equivalent opportunity shall be afforded to address new employees. One (1) Local Union Representative shall be released from duty without loss of pay to present the Union's function and supplemental materials.

ARTICLE VI

GRIEVANCES

- I. A. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement setting forth the following information:
 - (1) Article and Section of Agreement alleged violated, and
 - (2) Date of occurrence of each alleged violation, and
 - (3) Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the Agreement; and filed by either the Union or any employee in the bargaining unit of the City.
- B. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance

procedure is necessary agree that each step must be adhered to as set forth herein or the grievance is forfeited.

- C. All grievances concerning discipline must be filed in writing within five (5) regular scheduled City Hall business days and all other grievances must be filed in writing within ten (10) City Hall business days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. The Union shall have the right to commence a grievance at the level of management causing such grievance.

II. The grievance procedure shall be as follows upon timely filing:

Step 1: The Union District Steward shall first attempt to resolve subject matter of the grievance with that employee's department supervisor. In the event that no satisfactory answer is received by the Union and employee, the employee shall have the right to file a grievance. If the District Steward responsible for Step 1 is absent, the Chief Steward shall substitute for such absent District Steward.

Step 2: Within five (5) City Hall business days of receipt of a written grievance, time stamped by the Department Head, the Department Head shall set up a meeting with the grievant and Chief Steward to discuss the grievance. The Department Head will answer the grievance within five (5) City Hall business days of the meeting with the grievant and Chief Steward of that department. If the grievant and Chief Steward are not satisfied with the answer of the Department Head, the grievant and Chief Steward may appeal to the Mayor or designated representative. The appeal must be received by the Mayor's office within ten (10) City Hall business days of the date of the Department Head's answer and it shall be time stamped by the Mayor's office.

Step 3: Within ten (10) City Hall business days of receipt of a time stamped appeal by the Mayor or designated representative(s), the City shall set up a meeting with the grievant, the Chief Steward, and not more than one (1) Council 25 representative if requested by the Union. Within ten (10) City Hall business days of the meeting, the City shall answer the grievance.

Step 4: **Arbitration**

- A. If the matter is not settled at the third step, a request to move the matter forward to arbitration shall be filed by the Union within ten (10) City Hall business days of receipt of the City's answer. The grievance shall be decided by an Arbitrator selected from a list of five (5) Arbitrators mutually selected by the parties. A list of the selected Arbitrators shall be appended following the execution of this Agreement. If the parties are unable to agree, the parties will then, in each case, alternately strike two (2) names from the list. The Arbitrator remaining on the list will then hear the case. The Arbitrator selected by this method will be contacted within sixty (60) days of the date of the Notice of Intent to Arbitrate. The Arbitrator, so selected, will be requested to hear the grievance on his or her first available hearing date. Arbitration hearings will be conducted according to the American Arbitration Association's Arbitration Rules and Procedures in effect at the time of the Arbitration.
- B. Either party may, with sixty (60) days notice to the other party, remove an Arbitrator from the list appended to this Agreement. The Arbitrator shall be allowed to render decisions in all cases which the Arbitrator may have heard

prior to being released by the parties. If an Arbitrator is removed, the parties may agree upon a new Arbitrator to take the place of the previous Arbitrator.

- III. Time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent in writing by the City and Union. No meetings shall extend beyond the Steward or Alternate's regular hours of work unless mutually agreed upon by both parties. In the event of mutual agreement, there will be no overtime or regular rate of pay for the Steward and/or Alternate.
- IV. The City must be notified in writing prior to taking the case to arbitration which group of people has requested arbitration. It is also agreed by the City and Union that the purpose of arbitration is to settle grievances without resorting to work stoppages. Employees who are witnesses for or against the Employer shall be called as needed and shall not lose time or pay for the time spent during their regular working hours in grievance procedure meetings held on City property.
- V. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator may not add to, or subtract from, change or amend any of the terms of this agreement and shall only concern her/himself with questions concerning the issue or issues involved. Sixty (60) percent of all expenses of such impartial arbitrator shall be paid by the losing party in such arbitration.
- VI.
 - A. The Chief Steward or his/her designee, per Article V, Section II shall have the authority to reach a binding settlement on all grievances.
 - B. All offers to settle grievances, from the City, if accepted by the Chief Steward or his/her designee per Article V, Section II shall be binding on the City, the Union and the employee.

- C. All settlements shall be in written form and signed by the proper City Representative Chief Steward or his/her designee, and the Mayor or his/her designee.

ARTICLE VII

DISCIPLINARY PROCEDURES

- I. A. The City and the Union agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee. The issuance of disciplinary action shall take place in a timely manner.
- B. Before the issuance of disciplinary action, the supervisor shall inform the employee and allow the employee to have Union representation. If the employee declines Union representation, he/she shall indicate so in writing and a copy shall be given to the Union.
- C. If the employee accepts Union representation, notification will be given to the employee and Union representative of any disciplinary action taken against said employee which may result in any official entries being added to the employee's personnel file. The employee and Union representative shall be given a copy of such official entry.
- D. In the case of a suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving City property. Upon

request, an appropriate management representative will discuss the suspension or discharge with the employee and his/her steward.

E. Exceptions to this procedure would be where the suspended or discharged employee is absent without leave or the parties agree that such discussion would not be beneficial at that time.

F. In the case of an oral reprimand, a notation sufficient to document the nature of the incident - including date and subject matter - shall be placed in the employee's personnel file.

II. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.

A. The following is a series of progressive steps which should be followed in the majority of cases:

1. Oral Reprimand(s)

2. Written Reprimand(s)

3. Suspension(s)

4. Discharge(s)

B. These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

C. In cases of more serious offenses, the first disciplinary action taken may begin with the written or suspension step; and, for the most serious offenses, it may be appropriate to impose suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

III. Disciplinary action should be appropriate and take into account both the offense and the

employee, and should be based on the seriousness and the circumstances of the particular offense, and prior departmental action in comparable situations.

- IV. The City agrees promptly upon the discharge or discipline of an employee to notify in writing the Chief Steward of the discharge or discipline
- V. The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Chief Steward and the City will make available an area where such employee may do so before being required to leave the property of the City. Upon request, the City or its designated representative will discuss the discharge or discipline with the employee and the Chief Steward.
- VI. Should the discharged or disciplined employee or the Chief Steward consider the discharge to be improper, a grievance shall be presented in writing through the Chief Steward to the Mayor or designee at Step 3 within five (5) regularly scheduled working days of the discharge or discipline. The Mayor or designated representative will review the discharge or discipline and provide an answer within five (5) regularly scheduled working days after receiving the grievance.
- VII. Such discharge and discipline shall be initiated within three (3) regularly scheduled working days of the occurrence of the cause of the discharge and discipline, or if the Employer did not have knowledge of said cause at the time of its happening, within three (3) regularly scheduled working days after the Employer becomes aware of the cause for discharge and discipline.
- VIII. In the case of a possible discharge, the City shall have up to thirty (30) days to investigate the matter before discharging the employee, and at any time during said period, the City has the option to allow the employee to work. Provided further, the Union may request a special

conference with the Mayor or designated representative prior to the employee being discharged. The exception to this paragraph shall be acts of violence or theft.

- IX. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. Incidents involving workplace violence, sexual, ethnic, or other harassment, or workplace theft by an employee may be taken into account three (3) years after such incident.
- X. The parties being mutually desirous of establishing a uniform program dealing with tardiness, hereby agree that late employees will be docked one-tenth of an hour for each six (6) minutes late or part thereof, however employees are not required to work during any docked period unless paid.
- XI. Personnel Records
- A. All employees within the bargaining unit shall have the right to review his/her personnel file every six (6) months if requested by the employee in writing to the Human Resources Department. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours at Dearborn Heights City Hall. An employee may review his/her file in the presence of the employee's steward.
- B. Employees shall be entitled to copies of materials in their personnel file, and to submit written statements explaining the employee's position if there is disagreement with any material in the file. The statement shall not exceed five (5) sheets of 8 ½ by 11-inch paper and shall only be included as long as the original information is part of the file.
- C. At all times, the confidentiality provisions of the State law shall govern this section.

ARTICLE VIII

SENIORITY

- I. Seniority shall be determined and operated upon a city wide basis. A new employee shall be regarded as probationary and shall not have seniority until after one hundred and eighty (180) days of continuous employment in the City; if retained thereafter, such employee shall have seniority as of such employee's original date of hire. The City may transfer any probationary employee at any time. A probationary employee may be discharged by the City in its discretion without recourse to this Agreement.
- II. The seniority of each employee who is employed in the City shall be determined in accordance with the last date of continuous employment as a full time employee. If more than one employee is hired on the same day, seniority shall be determined by the person with the highest Civil Service test score having highest seniority. If scores are tied the person with the lowest last two (2) numbers of that person's social security number shall have the highest seniority.
- III. Seniority lists will be brought up to date upon request by the Union not more often than every six (6) months but may be posted more often so that the employees may be acquainted with the current list if any hiring, layoffs, or quits have occurred within this time.
- IV. If a supervisory employee or other City employee has been promoted or transferred to a position excluded from this Agreement from a position covered by this Agreement, and such excluded employee is thereafter laid off or demoted, such excluded employee shall be eligible for a job in the bargaining unit covered by this in accordance with the following:
 - A. If the excluded employee left the bargaining unit prior to July 1, 1976, such employee shall return to bargaining unit with all City seniority accumulated with the City from

date of last hire through July 1, 1976 notwithstanding whether or not such employee's service was within or without of the bargaining unit.

- B. If the excluded employee left the bargaining unit on or after July 1, 1976, such employee shall return to the bargaining unit with such employee's bargaining unit seniority from date of last hire to the date of leaving the bargaining unit.
- C. It is the intent of the parties that bargaining unit seniority not be earned by employees outside the bargaining unit on and after July 1, 1976; provided, however, nothing in this Section shall affect an employee's seniority for purposes of earning fringe benefits offered on the basis of total City service such as vacations, longevity, etc.
- D. Employees returning to a bargaining unit shall return to the last department and job classification within the department held and at the wage rate of that job as provided for in the then current agreement.
- E. In the event an employee returning to the bargaining unit pursuant to Section IV, Subsection (D) of this article is not more senior than the current incumbent of the job to which such Section IV, Subsection (D) returnee is entitled, such returnee shall return by bumping in accordance with the returnee's Local 290 seniority.
- F. This Section shall not be construed to create a right of return to the bargaining unit where such right does not independently exist, nor shall this Section be construed to preclude a return to the bargaining unit as a new employee.

V. Seniority shall be lost upon the happening of any of the following events:

- A. If the employee quits.
- B. If the employee is discharged and the discharge is not reversed through the grievance

procedure or decision of the Courts, if the matter goes to Court.

- C. If the employee fails to report for work within five (5) days after notice to report has been sent to such employee's last known address by certified mail, according to the City records.
 - D. If a settlement with the employee has been made for total disability.
 - E. If the employee is laid off and thereafter continually laid off by the City for a period equal to the length of such employee's seniority under the contract at the time of the lay off, except when an employee has less than one (1) year's seniority, such employee will be retained on the call-back list for one (1) year.
- VI. No employee who has acquired seniority shall be transferred out of the division without his/her consent, provided that work is approved within his/her classification and/or unless mutually agreed to by the Union and the City. No new employee shall be hired to fill a position within this division, while a regular employee is laid off and qualified for the job.
- VII. Any employee who has been incapacitated at their regular work, due to injury or compensable disease while employed by the City may be employed in other work in the City which that employee can do, subject to the seniority provision of this Agreement.
- VII. The Pension board cannot set dates-of-hire for purpose of determining seniority or any benefit under this Agreement (except pension). The City agrees that for any persons for whom it is using a Pension Board date of hire for calculating vacations and longevity as of January 13, 1987 will be continued with that date, but no additional persons shall be added. The original date of hire of an employee means date of hire as a full time employee.
- IX. Each employee shall provide the City with a current address and telephone number upon which the City shall be entitled to rely. Employees shall provide change in either address or

telephone number on City forms to be filed with the Human Resources Department.

- X. Bargaining Unit Members will provide the social security numbers of spouses and dependents. The City agrees that it will only use social security numbers of spouses and dependents for health care purposes.
- XI. Section IX and Section X changes will be done during work hours as approved by Management.
- XII. Civil Service for Promotional Opportunities
 - A. Promotional examinations shall be limited to current City employees who meet the minimum requirements listed in the class specification for the class being tested.
 - B. Competitive examinations shall relate to those matters which fairly test the relative capacity and qualifications of the applicants. Competitive examinations, in accordance with the General Government Civil Service Commission, will include a written examination and an oral board. The written examination shall be weighted at fifty percent (50%) and the oral interview should be weighted at fifty percent (50%).
 - C. For the written examination, it is agreed that the City of Dearborn Heights should utilize an outside vendor that can provide standardized, nationally validated selection material or can develop a promotional selection process specifically designed for the job being tested.
 - D. Eligible members must score seventy percent (70%) or higher on the written portion. Members failing to score a minimum of seventy percent (70%) on the written

portion shall be disqualified from the promotional process and shall not be allowed to participate in the oral interview.

- E. Eligible members must have a combined score of seventy percent (70%) or higher to be eligible for promotion.
- F. After the written portion and oral portion have been scored and appropriately weighted, each eligible member shall have 1/12 (one-twelfth) point for each month of service as a full-time employee with the City of Dearborn Heights, including probationary time, added to their overall score. There shall be no maximum cap for these seniority points.
- G. The eligibility list for promotions shall expire two (2) years from the date that it was established and certified by the Dearborn Heights Civil Service Commission.

ARTICLE IX

LAYOFF & RECALL

Whenever it becomes necessary to reduce the working force in any department of City Service, the City shall lay off the affected employee(s) in accordance with these provisions:

- I. A. Notwithstanding the Chief Steward's respective position on the seniority list, the Chief Steward shall have top seniority for the purpose of lay off and rehire so long as there is work available which the Chief Steward is able to perform.
- B. Employee(s) within the affected Department(s) may request in writing preferential

layoff out of line of seniority. Said requests shall be granted in seniority order. If granted the City shall not contest the employee(s) eligibility for unemployment compensation. Employee(s) accepting voluntary layoff shall not be recalled until normal recall procedures apply. Nothing in this section shall be construed to constitute a waiver of such employee(s) recall rights.

All layoffs shall be governed first by seniority, second by ability, and third by desire unless specifically addressed in this contract. The City and the Union agree that adjustments to this article may occur. Therefore, whenever possible, the employee(s) scheduled for layoff may elect to either accept layoff, or bump, based on total bargaining unit seniority. For the purpose of bumping the bargaining unit has been divided into primary departments being; 1.) Clerical, 2.) DPW, and subsequently primary departments are further divided into specific groups by classification and pay scale*.

BUMPING PROCEDURE

1. The **initial bump** will be to a less senior position within the employee's **specific group**. If the employee is not senior enough to bump within their **specific group**, the employee may elect to bump a less senior employee within the employee's **primary department**.
2. The **second bump** an employee will then have is to bump the least senior employee in their **primary department**.
3. The **final bump** an employee will have is the ability to bump the least senior employee covered by this contract.
4. Should the City determine the employee could not satisfactorily perform the

job selected, after a trial period of not less than sixty (60) days, the grievance procedure may be applied.

5. If an employee elects to bump into a lower classification, said employee will retain their current wage rate for one (1) year from the date of bump.

***Specific groups pertaining to Clerical and DPW are outlined by classification and wage. See attachments [(D) and (E)].**

- II. Persons on the payroll as of June 30, 1984 who elect to bump in accordance with the rights provided in this Agreement shall be paid at the unreduced rate of the job into which bumping as that rate exists at the time the bump is executed.
- III.
 - A. New hires after July 1, 1984 shall receive the new hire rate no matter what classification or method of achieving that classification until the new hire rate is specifically changed in this Agreement.
 - B. New hires after July 1, 1984 who elect to bump in accordance with this Agreement shall be paid at the "new hire rate" of the classification into which they bump and at the new hire progression step rate of that classification which corresponds in time to the new hire progression step of the classification which the bumping unit employee is leaving.
- IV. Only City trained Water Department computer operators will be permitted to bump the Water Department unit employees whose current regularly assigned duties require computer operation. In the event of layoff, the City will be permitted to retain at least two (2) City trained Water Department computer operators on the basis of highest seniority, the remainder may be bumped in accordance with this Agreement, least senior Water Department computer operators first.

V. Employees who are scheduled for layoff, may elect in writing to pre-pay their share of premiums for health insurance for two (2) additional pay periods after layoff by having such premiums deducted from their last pay check. The City shall pay the City's share of premiums for health, dental, vision and life insurance for these two (2) pay periods.

VI. **Recall**

When the working force is recalled after layoff, employees shall be recalled according to seniority as defined in Article VIII. Notice of recall shall be sent to employee(s) at his/her last known address by registered mail. If an individual employee, within five (5) calendar days of notice, fails to return to the classification to which recalled, he/she shall be considered a quit. *See Article VIII, Sec.V(E), p.17.

ARTICLE X

TEMPORARY & PART-TIME

- I. Temporary employees are those employed for a regular work day and/or regular work week, but not for more than a period of one hundred and eighty (180) calendar days per year, per department except Recreation Department employees. All part-time or temporary employees in any department, except Recreation, shall be subject to this section and paragraph irrespective of funding source. Waivers and exceptions to this section and paragraph shall be made in emergency situations and those situations mutually agreed to by the Union and the City.
- II. A. Under emergency situations, qualified laid off full-time employees will have the right to bump temporary or part-time Recreation Department employees. The bumped position will be a part-time position. The City and the Union will mutually agree to these bumping situations. Furthermore, in the event an employee selects layoff, the

City will not contest the employee's eligibility for unemployment compensation. By choosing this option, this negates the employee's right to bump into part-time status.

- B. Except Recreation Department part-time employees, part-time employees are those employed for less than eight (8) hours a day or less than forty (40) hours a week. Qualified laid off full-time employees will be offered temporary or part time positions pursuant to Article III and IX at the temporary or part-time rate before the City hires a temporary or part-time employee to fill a vacancy. If two (2) or more full-time laid off employees are equally qualified pursuant to Article VIII and IX, the person with the highest seniority will have first preference for Article X positions. If any layoffs occur, part-time and temporary employees must be released prior to full-time employees being laid off, with the exception of the Recreation Department.
 - C. Part-time employees shall not be hired for more than one hundred and eighty (180) days and shall not be rehired for six (6) months thereafter. It is hereby further agreed that Recreation Instructors are excluded from the above limitations.
 - D. Part-time and temporary employees shall not rank for overtime work when it will take such overtime work away from the regular full-time employees within that department. For the purpose of this Section, the Water Department, Highway Department, and Building & Maintenance Department shall be considered one department; provided further, this Section shall not be used to preclude the use of Building & Maintenance employees for special event overtime service.
- III. The City will forward to the Union on a semi-annual basis a report of employees identified in City records as non-bargaining unit Temporary or Part-time employees by name, including date of hire and date of termination.

- IV. The City may maintain up to four (4) part-time (limited to twenty (20) hours per week) employees who will be utilized at the sole discretion of the City to engage in clerical and/or custodial roles. Such part-time employees shall be limited to twenty (20) hours per week, shall not work or bid on Union positions until all provisions of Article XXII have been met, notwithstanding Article X, Sections I and II(B), which still remains in effect for part-timers in DPW, except Parks & Recreation.

ARTICLE XI

BULLETIN BOARDS

- I. A suitable bulletin board, agreed upon by the Management and the Union, for the use of the Union shall be erected in a suitable location where employees check in. The bulletin board may be used by the Union to post the following type of notices:
- A. Notices of recreation and social affairs.
 - B. Notices of Union elections, appointments and results of Union elections.
 - C. Notices of Union hearings & meetings, provided that additional notices may be posted by mutual consent.
- II. Seniority lists will be posted on this bulletin board.
- III. Bulletin boards shall not be used by the Union or its members for disseminating, posting, or distributing pamphlets or political matter of any kind whatsoever or for advertising.
- IV. If the Union so desires and if suitable space is available, the City shall furnish space to the Union for a locked cabinet where its records pertaining to its dealings with the City may be kept; the City takes no responsibility for the safety of the contents thereof.

ARTICLE XII

MISCELLANEOUS

- I. A. If for any reason there is insufficient work in an employee's classification to permit full-time employment, it shall be the policy of the City and the Union to hereby agree that the employees shall work at other classifications as assigned.
- B. In case of absences or emergency situations, the City shall have the right to assign by seniority, full-time employees to work outside the classification and pay the higher rate.
- II. All of the following Department's employees (excluding clerical) must have a current Commercial Drivers License:
 - Highway
 - Building and Maintenance
 - Water
 - Mechanics
 - Meter / RepairAny additional AFSCME employee who wishes to be on the auxiliary overtime call-in list must have a current Commercial Drivers License.
 - A. The City will reimburse the cost of the required driving skills test and CDL group license and endorsements.
 - B. Where a driving skills test is required, the employee will be permitted to utilize the appropriate city vehicle.
 - C. An employee who drives a city vehicle, and is made aware of having a restricted driving license, must notify the City within five (5) City Hall business days of his or

her restricted license status.

- III. Pay periods shall be bi-weekly for all employees. Pay days will be on Fridays.
- IV. This Agreement shall be the sole and exclusive method for effectuating, administering, and enforcing of any of the rights, duties, and obligations contained within this Agreement. It is the intention of the parties, at the request of the Dearborn Heights Chapter of AFSCME Local 290, that this Agreement supersede and replace the system administered by the Municipal Employee's Civil Service Commission in cases other than an individual's entry into the service of the City.
- V. Whenever the word he or employee is used in this Agreement, it shall be deemed to include both male and female gender.
- VI. Whenever the word Steward is used in this Agreement, it shall be deemed to include the Chief Steward.
- VII. As acceptance of the total proposed package, the City will be creating up to three (3) "floater" positions (name to be determined later). Up to two (2) positions may be created from already defined AFSCME employee job descriptions. The floater positions will be used for and from the clerical, animal control and jail guard positions. The clerical and the animal control and the clerical and the jail guard positions will not be combined. These positions will be determined through a job description evaluation that will include input from the employee, the department head, the Human Resource Director and the Mayor. At any time during the job description analysis, the Union will have the right to view and/or receive copies of any of the information compiled.

The wages of these floater positions have yet to be determined, but will be reflected in the jobs and job descriptions that they are fulfilling.

This article will be left as an open item if the contract is settled before the analysis and the negotiations of this item is agreed upon. The job description shall be completed by June 30, 2008. Upon completion, the revised job descriptions shall be presented to the Union. Any changes in wages, hours or conditions of employment will be negotiated with the Union.

ARTICLE XIII

WORKING HOURS AND OVERTIME

- I. Effective July 1, 2008, the standard work day and work week for clerical and custodial employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, for a total of forty (40) hours per week, 8:00a.m. to 5:00p.m. They will be paid for forty (40) hours of work per week verses the thirty seven and one half (37 ½) hours of work per week.
 - A. The standard work day and work week for all other hourly employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, for a total of forty (40) hours per week. The City may avail itself of an exception by having one mechanic and code enforcement officer who may be required to work Tuesday through Saturday when notified in advance. Selection shall be first by volunteers by high seniority and if there are no volunteers, the City will require by low seniority.
 - B. A mechanic working a Tuesday through Saturday schedule shall not be paid overtime for their regularly scheduled work hours.
 - C. A Code Enforcement Officer working a Tuesday through Saturday schedule shall not be paid overtime for that person's regularly scheduled work hours [Applies to persons becoming Code Officers after January 1, 1991].
- II. The Employer may schedule overtime work and payment for such overtime work shall be in

accordance with the following:

- A. All work performed in excess of the normal work day as defined above shall be paid at the rate of one and one-half (1 ½) times the normal rate up to sixteen (16) hours of continuous work and two (2) times the normal rate thereafter.
 - B. All work performed on a Saturday shall be paid at the rate of one and one-half (1 ½) times the normal rate of pay up to sixteen (16) hours of continuous work and two (2) times the normal rate thereafter, and all work performed on a Sunday shall be paid at the rate of two (2) times the normal rate of pay.
 - C. All work performed on a holiday shall be paid at the rate of two (2) times the normal rate plus holiday pay. After eight (8) hours, the rate of pay on holidays shall be three (3) times the normal rate of pay.
- III. It shall be the policy of the City to work hourly employees forty (40) hours per week.
- IV. Any employee called in for emergency work will be provided a minimum of four (4) hours pay. Employees will not be paid for more than one call-in pay in a twenty-four (24) hour period. The twenty-four hour period to begin and end at midnight.
- V. The starting time for hourly rated employees shall be as follows:
- | | |
|----------------------|-----------|
| Water | 7:00 a.m. |
| Highway | 7:00 a.m. |
| Building/Maintenance | 7:00 a.m. |
| Mechanics | 7:00 a.m. |
| Meter/Repair | 8:00 a.m. |
- (Concurrence of starting time to 7:30 a.m. for summer months for Meter/Repair)
- | | |
|------------------------------|----------------------|
| Office Staff (All locations) | 7:30 a.m./8:00 a.m.* |
|------------------------------|----------------------|

***Staffing to be determined by City with emphasis on job tasks. Seniority preference where two (2) persons of the same classification/task assigned.**

- VI. All employees working a full duty shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall not exceed fifteen (15) minutes in length and take place in the area of assigned activity, with one (1) to be taken no earlier than two (2) hours after the start of the full duty shift and one (1) to be taken after the scheduled lunch period. For each four (4) hour period of overtime, the employee shall be entitled to one (1) additional rest break of fifteen (15) minutes, to be exercised at the discretion of the employee. Abuse in break time will be subject to discipline as determined by the City, as per Article VII.
- VII. A. The Union recognizes the necessity to work overtime on occasion(s) and agrees to provide overtime lists to the City for the procurement of the necessary personnel.
- B. Overtime, within classification and by department, will be offered by means of the provided overtime lists, changing weekly by rotation. The District Steward shall be responsible for the creation of such lists, and shall provide a copy to Management upon request.
- C. The City will use full-time employees by Department and classification for such overtime when available, but reserves the right to go to other departments or to use part-time help if full-time employees refuse the overtime.
- D. The City will make an attempt to secure overtime on a voluntary basis, however, during emergencies (snow and ice removal, floods, water main breaks and sewer stoppages, removal of fallen trees, or similar emergencies), the City has the right to make a mandatory request for employees to report for the above listed emergencies

after failing to secure volunteers for the overtime.

- E. If an employee refuses overtime on a day other than such employee's regularly scheduled work days, the City does not have to offer overtime to such employee until the employee returns to work for one complete regularly scheduled shift. Any employee who is off work due to illness, vacation, or other paid leave shall not be eligible to be called for overtime work until that employee returns to work and completes one full shift following such absence.
- F. An employee shall not work more than sixteen (16) continuous hours of time. If an employee works his or her normal scheduled shift and is released for at least four (4) hours before being called in to work an overtime shift, then the employee's clock will start upon starting his or her overtime shift. If an employee's overtime shift rolls over to his or her regularly scheduled shift, then the employee will be released when he or she reaches sixteen (16) hours of time for at least an eight (8) hour rest period without loss of pay and will not be charged sick, vacation, personal or compensatory time. In cases of emergency where an employee is required to work more than sixteen (16) hours, he or she will be upgraded to two-times (2x) pay until he or she is released for at least an eight (8) hour rest period. See below for examples.

Ex 1. An employee who worked a normal shift of 7:00 a.m. to 3:30 p.m. on a Tuesday and is released at 3:30p.m. and is then called in to work overtime at 7:30p.m. and is not released before his or her shift start time on Wednesday, will be released from work for rest at 11:30a.m. until the end of his or her shift without the loss of pay.

Ex 2. An employee who was called in to work overtime on a Saturday at 5:00a.m.

and who, due to an emergency is unable to be released at 9:00p.m., will continue to work overtime at two-times (2x) pay until he or she is released for at least eight (8) hours of rest time.

VIII. Shift Differential:

A. Afternoon Shift: \$0.15 extra per hour for hourly rated employees in all departments.

Midnight Shift: \$0.25 extra per hour for hourly rated employees in all departments.

B. Secretary serving on commissions, committees, etc.:

1. \$40.00 initial meeting fee for meetings held after normal working hours. If meeting is held during normal working hours, this initial fee is waived.
2. \$10.00 per hour fee for each additional hour or part thereof for meetings lasting beyond one hour.
3. For commissions meeting during normal working hours, \$10.00 per hour or part thereof for meetings extending beyond normal working hours.
4. Transcription of notes taken at meetings to be done during normal working hours at no additional fee.

IX. The City may provide make work projects to keep City employees working without regard to department, excluding vehicle painting; provided, make work projects are distributed fairly.

X. When an employee is asked to work in a higher classification for any part of a day, such employee will be paid the rate of higher classification for the day. Unless a special skill is required, the City will first ask down the seniority list by skill and ability and require up the seniority list by skill and ability; provided, this obligation shall exist only for classifications below the classification in which the upgraded work is to be performed.

ARTICLE XIV

MANAGEMENT RIGHTS

- I. **Except where limited by this contract and any supplement hereto:**
- A. The authority to determine the items to be produced, establish schedules of production, determine the methods, processes, means and places of production, are solely and exclusively in the management.
 - B. The parties recognize and agree that there are situations wherein it becomes necessary for City Supervisors to engage in bargaining unit work, and herein agree that Supervisors may engage in such work:
 - 1. To train or retrain bargaining unit employees.
 - 2. In situations where regularly scheduled employees fail to appear for during regular work hours providing all seniority rights have been exhausted.
 - 3. Regularly assigned to and in the Department of Parks and Recreation; provided that during non-regularly scheduled work hours no more than one (1) such Supervisor shall so engage.
 - C. The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations by seniority.
 - D. The City has the right to schedule overtime work as required and the Union recognizes that many emergency situations can arise. The City has the responsibility in these duty assignments to provide equal compensation for equal work. In cases

where an employee considers that these principles are not being observed such employee may seek redress through the grievance procedure.

- E. It is understood by the parties that every incidental duty connected with the assignments cannot always be specifically defined. Nevertheless, subject to the limitations of this Agreement the employees are expected to work these assignments.
- F. The following authority is conferred on City officials:
 - 1. The Charter responsibility of the Mayor as executive officer is for enforcing the laws of the State, City Charter, and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
 - 2. The Charter responsibility of the City Council as the legislative body is for the enactment of ordinances, the appropriation of money, and the determination of the City's Budget, among other legislative responsibilities defined by the Charter.
 - 3. The Charter responsibility of the City Council is establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan, and retirement plan.
 - 4. The Charter responsibilities of the City is determining the functions and organization of the respective departments or divisions.
 - 5. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.

6. The responsibility for administering charter and ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.

ARTICLE XV

SICK LEAVE

- I. After six (6) months, Union employees shall be entitled to six (6) sick leave days retroactive to their date of hire. Seniority employees shall be credited with one (1) sick leave day per month worked. A month worked is any month in which an employee actually works or is on approved vacation or paid holiday for sixteen (16) or more days. Employees may accumulate up to one hundred and fifty (150) days of unused sick leave days. November 30th of each year shall be considered the year end. Credit for such sick leave will be compiled November 30th of each year and will be paid in the following manner:

Upon retirement, forced retirement (disability) or death, one hundred percent (100%) of accumulated sick leave days at the prevailing rate. For reasons other than the above, the employee will be paid one-half ($\frac{1}{2}$) of accumulated sick leave days upon severance of employment unless discharged for cause.
- II. Employees shall have four (4) personal days per year not to be accumulated or charged to their sick leave days. These days shall be taken between July 1 and June 30 of each year and shall be scheduled by the employee with at least twenty-four (24) hours advance notice to the City except in employee proven emergency. New employees shall be credited with four (4) personal days on the July 1st next following their date of hire no matter when that date of hire occurs. Personal days do not accumulate, are not charged to sick leave days, and shall be scheduled by the employee with at least twenty-four (24) hours advance notice to the City except in employee proven emergency.

III. Any employee injured on the job and the attending physician determines it is in the best interest of the employee not to return to work immediately, the employee shall be paid for a full day's work.

IV. Should an employee's period of illness extend so that employee's accumulated sick leave days are used up, the employee may make a written request to be paid any vacation time that may be due the employee. The employee will not be required to use vacation time.

V. All City employees in the bargaining unit who are injured or become ill in the line of duty as defined by the Worker's Compensation Law shall be carried on the City payroll at no loss of take-home pay for such employee's classification for a period not to exceed one (1) year from date of injury. The employee shall continue to earn vacation leave, longevity pay, hospitalization, life insurance, seniority rights and sick days.

All monies received by the employee from Worker's Compensation or insurance paid for by the City shall be returned in its entirety to the City during the above period.

In the event that such an employee receives disability benefits from any source such as U.S. Social Security Administration or Pension Plan, retroactive or otherwise, the employee shall be liable to reimburse the City for any amounts paid by the City to supplement Worker's Compensation benefits for the period covered by the disability benefits.

VI. A. An employee whose illness extends beyond five (5) working days shall be required to furnish the Employer with a medical analysis, setting forth the nature of the medical condition (not a conclusive statement) and the anticipated prognosis including the ability and anticipated time when the employee will return to work. Also, said employee will be required to set an appointment through the Human Resources Department prior to returning to work and receive proper clearance from the City

physician to return to work. No employee will be allowed to return to work prior to written approval by the City physician. Should an employee fail to obtain an appointment through the Administration and see the City physician, they will not be allowed to return to work and will forfeit any and all wages until the City physician has approved that employee to return to the job site. The City will work in full cooperation in scheduling the City physician's appointment, at the earliest time available, in an effort to avoid any loss of wages to the employee.

- B. Sick leave shall be used for personal illness of the employee. Abuse of sick leave may result in disciplinary action by the City.
 - C. An employee who takes sick leave shall not be entitled to be called for overtime work until such employee has returned to and worked a full day.
 - D. The employee shall notify a Supervisor or Designee in their department, prior to their scheduled reporting time, if such employee is to be off sick.
- VII. An employee with one hundred and fifty (150) sick leave days (or contractual maximum for that employee) in that employee's bank on December 31 of any year will, on February 15 of the next year, be paid the excess sick days above one hundred and fifty (150) (or contractual maximum for that employee) at a rate of $\frac{1}{2}$ day's pay for each sick day up to twelve (12) sick days. (Example: Twelve (12) sick days = Six (6) days pay).
- VIII. The City shall be permitted to offer to purchase banked sick days from time to time provided that the sale of such days is at the employee's option and the number purchased reduces that employee's maximum contractual accumulation by the number purchased by the City. Employees will not be allowed to reduce their bank below seventy-five (75) days using the buy out program.

IX. As of the ratification of this agreement, each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for the purpose of illness. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. When the employee uses more than twelve (12) sick days annually, said employee will not be able to use any remaining "banked" sick days without the following verified reasons:

1. Written proof of hospitalization or emergency illness;
2. Order to appear in District, Circuit, or Federal court;
3. Outpatient surgery or hospital-administered, freestanding outpatient surgical center;
4. On-the-job injury.

If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) "allowed" sick days per year, if the employee supplies the employer with prior documentation of one of the above four reasons at least ten (10) days in advance. The only exceptions to this rule are emergency situations and contractually-approved absences such as bereavement leave, Article XVI, Section VII sick days used as part of bereavement leave, personal days and disciplinary suspensions.

Employees who fail to comply with the above requirements will be charged with an "incident". When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the City to allow the City to remind the employee of this policy and its disciplinary implications. Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the City's "no fault" attendance policy explained as follows.

An incidence of absence shall be calculated as follows.

One (1) day = 1 incident

Discipline for the accumulation of an absence incidence shall be imposed as follows.

1 incident - 1 day suspension and city conference

2 incidents - 3 day suspension

3 incidents - 10 day suspension

4 incidents - Discharge or additional discipline.

When an employee has one (1) absence incident, the employee will receive a conference with the City in which the City will provide the employee an opportunity to explain their absence. The person will be given an opportunity to provide a credible written medical opinion (not a conclusory statement) by a medical doctor or doctor of osteopathy as a medical explanation for such incident. This conference will also allow the City to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference the City will either enforce or adjust the "no fault" incident policy at the City's sole discretion.

Discipline for the accumulation of a **tardy** shall be imposed as follows:

3 tardies - verbal warning

5 tardies - written warning

8 tardies - 1 day suspension

10 tardies - 5 day suspension

12 tardies - 10 day suspension

Over 12 tardies - discharge

All incidents of absence or tardies shall be counted in a consecutive twelve (12) month period beginning July 1 and ending June 30.

ARTICLE XVI

LEAVES OF ABSENCE WITHOUT PAY

(see also Acticle XXIX for FMLA and ADA)

- I. Written leaves of absence for a specified purpose and period of time may be granted employees without loss of seniority.
- II.
 - A. Medical leaves shall be granted for a period of up to six (6) months from duties, upon a medical analysis, setting forth the nature of the medical condition (not a conclusive statement) and the anticipated prognosis including the ability and anticipated time when the employee will be able to return to work after the period of absence from a fully qualified physician (M.D. or D.O.). The City shall have the right to require a physical examination each week during the disability if it desires.
 - B. Any employee taking a leave will pay health care premiums to the City for all the time the employee is on leave beyond twelve (12) weeks unless for illness or injury. The only exception to this provision is a bargaining unit employee seeking other employment while on approved leave of absence. A bargaining unit employee on such leave will reimburse the City for all health care premiums starting with the next premium due.
- III. The City recognizes and agrees that it shall provide "forms" upon which the City employee may request a leave of absence. Forms must be obtained from the Human Resource Department. Any employee desiring a leave for any reason shall submit such application in excess of thirty (30) days prior to the date the leave is to commence and the City shall grant or deny such request within ten (10) days of receipt of the request.
- IV. Whenever an employee shall become pregnant, she shall furnish the City with a certificate

from her physician stating the approximate date of delivery, the nature of the work she may do, and the length of time she may continue to work.

- A. She shall be permitted to continue to work in accordance with her physician's recommendation, providing the employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee to be off the job.
 - B. A maternity leave of absence shall be handled in the same manner as a medical leave of absence.
- V. Members of the Union elected or selected by the Union to do work which takes them from their employment with the City shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years, and not to exceed two (2) persons. Leaves exceeding sixty (60) days shall be without pay and/or benefits.
- VI. Convention time to be allotted according to policy adopted by the Human Resource Department with Union input, that two (2) elected delegates of the Union be authorized up to five (5) days off with pay to attend a Union convention annually or conference at which their participation is requested.
- VII. All employees shall be entitled to five (5) workdays per funeral to make preparation for the bereavement of an immediate family member of the employee's family within three hundred (300) miles of the City of Dearborn Heights.
- An immediate member of the family for this purpose shall be deemed a spouse, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, foster parents, stepfather, stepmother, step-brothers, step-sisters, step-children, grandchildren, and significant other (Definition being, living in the same

household even if not related by blood or marriage). Designation of significant other must be made to the Human Resource Department six (6) months prior to requested leave. One (1) additional work day for travel will be given for funerals more than three hundred (300) miles away. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Department Head and the Department Head's refusal to grant the extension is subject to the grievance procedure of this contract. A photocopy or copy of a certified death certificate - or a document signed by a licensed funeral director on funeral home letterhead stating the date of the funeral service, the employee in attendance, or other appropriate documentation and their relationship to the deceased - must be provided to the City by the employee upon their return to work in order for any funeral leave to be granted. Sick time used for the bereavement of aunts and uncles will not be charged as a sick day incident.

ARTICLE XVII

HOLIDAYS

I. Employees will have the following holidays off with pay.

| | |
|----------------------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Jr. Day | Day after Thanksgiving |
| Good Friday | Day before Christmas |
| Memorial Day | Christmas |
| 4th of July | Day before New Year's Day |
| Labor Day | Employee's Birthday |
| Veterans' Day | |

Employee's birthday holiday may be taken within one (1) week prior or subsequent to the

- employee's birthday provided the employee gives the City seven (7) days prior notice.
- II. The City shall pay holiday premium pay as per Working Hours and Overtime Article XIII, Section II (C) only on the day given off by the Employer as the holiday.
 - III. If the holiday falls on Saturday, the employee shall have the Friday prior to the holiday off with pay. If the holiday falls on Sunday, the employee shall have the following Monday off with pay. For those employees on a Tuesday through Saturday workweek, a special provision shall apply; If the holiday falls on Sunday or Monday, the employee shall have the following Tuesday off with pay. If the holiday falls on Friday or Saturday, the employee shall, during the week of that holiday, work Monday through Thursday.
 - IV. Seniority employees shall be paid one (1) straight time work day for that employee for all contract holidays.
 - V. To be eligible for holiday pay, an employee must work all scheduled straight time work hours on the work day immediately preceding and following the contract holiday unless on a management previously approved personal day, vacation day, or a sick day confirmed by management's choice of physician or clinic, or unless the holiday falls during a period of illness which has been confirmed by a physician or clinic and extends for a period of ten (10) consecutive working days excluding holidays.

ARTICLE XVIII

VACATIONS

- I. Employees will receive paid vacation time off on the following basis, effective January 1, 2004:

| LENGTH OF SERVICE AS OF JANUARY 1 | ON PAYROLL JUNE 30, 1985 OR BEFORE VACATION ALLOWANCE PER YEAR | HIRED ON OR AFTER JULY 1, 1985 VACATION ALLOWANCE PER YEAR |
|-----------------------------------|--|---|
| After one (1) year | 11 working days | 11 working days |
| After two (2) years | 11 working days | 15 working days |
| After five (5) years | 16 working days | 20 working days |
| After ten (10) years | 21 working days | 23 working days |
| After twelve (12) years | 21 working days | 25 working days |
| After fifteen (15) years | 1 additional day for each year of service after 15 years | 1 additional day for each year of service after 15 years. Cap at 30 days. |

- II. Employees shall be entitled to choose a split vacation or take their entire vacation on seniority basis. Vacation schedules shall be arranged so they do not interfere with the efficient operation of the department. Vacation schedules shall be prepared and submitted for approval by the 1st day of April each year.
- III. Vacation period is from January 1st through December 31st. An employee's vacation pay will be based on the employee's regular normal work week. If a holiday falls within an employee's vacation, such employee will be given an extra day's vacation.
- IV. Approved vacation schedules will be posted no later than April 30. No changes are permitted unless sickness, death or some other condition occurs beyond the control of employee. However, within the framework of maintaining sufficient skills and numbers of employees, consideration will be given to requests to exchange vacations between employees. Employees that have not submitted their vacation request by May 1st will be given vacations on the basis of remaining time available, according to seniority. Employees desiring a vacation for the period January 1 through April 29 shall request same in the vacation request period immediately preceding the January 1 through April 29 period desired.
- VI. Effective January 1, 2001, employees who have less than one (1) year of service on January 1st of any year shall receive a pro-rated vacation to be used in that calendar year. Proration shall be one (1) vacation day for every month worked for a maximum of five (5) days.

ARTICLE XIX

INSURANCE

- I. A. The City shall continue to pay the full cost of life insurance in the amount of fifty

thousand dollars (\$50,000.00) with one hundred thousand dollars (\$100,000.00) accidental benefits.

B. The City shall also pay life insurance for all employees retiring, effective July 1, 2001 and thereafter, in the amount of \$10,000.00. The previous amounts of \$2,000.00 shall remain in effect for employees retiring before July 1, 1997, and \$7,000.00 for those retiring between July 1, 1997 and July 1, 2001.

II. A. The City will offer employees a choice of a PPO and/or HMO insurance policy. To this extent, the City will offer.

(1) Blue Cross Blue Shield Community Blue Plan 2 (PPO) – which includes the following:

- (a) \$500-per person per calendar year of wellness and preventative service
- (b) \$100/\$200 annual deductible
- (c) \$20 fixed office co-payments for office visits
- (d) \$50 fixed emergency room co-payments (which is waived if admitted)
- (e) \$20 fixed urgent care co-payments
- (f) \$500/\$1,000 out of pocket coinsurance maximums (members pay 10% of coinsurance)

(2) Health Alliance Plan (HAP) (HMO) – which includes the following:

- (a) \$100/\$200 annual deductible
- (b) \$10 fixed office co-payments for office visits
- (c) \$50 fixed emergency room co-payments (which is waived if admitted)
- (d) \$20 fixed urgent care co-payments

B. Reserved for Future Use

C. **Health Care Cost Containment.** The City at its option may implement any or all of the following health care cost containment programs.

1. Pre-admission certification of the necessity of hospitalization (BC-BS Predetermination Program or equivalent).
2. Mandatory Second Surgical Opinion (MSO) with a twenty (20) percent cost penalty for failure to seek a second opinion if required by the program. Required second opinions shall be paid for by the plan.
3. Foot Surgery Predetermination program BC-BSM or equivalent.
4. City at its option may designate the BC-BSM Trust 15/20 Program (PPO) or equivalent as the primary traditional benefits program (effective July 1, 1991 or as soon thereafter as can be effectuated).
5. Effective on or before February 1, 2011 and each February thereafter, employees will pay twelve percent (12%) of the premium for medical and prescription drug insurance. The premium will differ slightly between plans, and it will also vary depending whether employees have a single, two-person,

or family contract. The City will provide an annual update for posting on appropriate bulletin boards summarizing the health care premium increases experienced by the City applicable to the next cost sharing year for each city-sponsored plan and will identify cost sharing obligations required for an employee. Employees will not contribute more than the following percentage of his or her base pay. Effective on or about February 1, 2011 and each February thereafter, at the employee's option a member shall be allowed to also use accrued vacation time, personal time, compensatory time and/or sick time (if the member's sick time bank does not fall below fifty (50)) to pay for any health insurance co-pay as provided this cost is paid for in full. (payments may be made by the full or half of the amount of the healthcare cost share.)

| | |
|--------------------|--------------------------------|
| Single Person Plan | 2% cap of his or her base wage |
| Two Person Plan | 3% cap of his or her base wage |
| Family Plan | 4% cap of his or her base wage |

6. Retiree Cost sharing towards Health Care will be 1.5% of Base Pension and will be paid to the City annually or, if permitted, be deducted from the monthly pension check, for those retiring on or after July 1, 2003.
7. Retiree health care benefit levels for future retirees retiring on or after July 1, 1987 shall not exceed the benefit levels for then active employees. The City will only pay fifty (50) percent of a health care benefit if a person retires with less than fifteen (15) years of service. Employees hired before July 1, 1984 are excluded from the fifteen (15) year service requirement.

8. A retiree's coverage shall not be changed to include any other person being covered under the health care plan after that retiree's retirement.
9. Reserved for future use.
10. City at its option may participate in the BC-BSM (or equivalent) Prescription Drug Maximum Allowable Cost Program a/k/a the Generic Drug Program.
11. City at its option may participate in the BC-BSM Alternate Prescription Drug Program a/k/a the Prescription Drug Blue Preferred Plan (or equivalent).
12. City at its option may implement the BC-BSM Substance Abuse Case Management System (or equivalent).
13. Effective February 1, 2011, Prescription drug co-payments will be ten dollars (\$10) for generic drugs and forty dollars (\$40) for brand name (non-generic) drugs. The Prescription drug insurance will be open formulary. Persons who retire on or before March 1, 2011, will have the same prescription drug co-payments as current retirees.
 - (i) Prescriptions will be subject to Blue Cross Blue Shield's standard prior authorization, step therapy, and mandatory generic programs.
 - (ii) If a prescription is written by the employee's doctor for a 90-supply, employees will be responsible for two co-payments for the month supply.
14. Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
15. In the event a permanent full-time employee elects to waive coverage under

the City's health care plan, he or she shall be compensated at a rate of two thousand dollars (\$2,000.00) per contract year if the alternative plan is not with the City. This shall be known as "coverage waiver compensation." If the alternative plan is with the City, the employee shall be compensated at the rate of one thousand (\$1,000.00) Dollars per year. Any increase in the coverage waiver compensation rate (above) shall result in a proportional increase in the compensation offered for employees who are covered by an alternate plan with the City. **(E.g., if the \$2,000.00 amount goes up, the \$1,000.00 amount will rise proportionately.)** To be eligible to receive this payment, the employee must show proof of coverage under an alternative plan. If the employee loses coverage (for example, by death of spouse, or if spouse loses his or her job), the employee shall be eligible to re-enroll under the City's health care plan by reimbursing the City 1/12 of the buy out per month left in the contractual year of coverage, subject to the approval of the insurance carrier. The employee must show proof of a loss of coverage.

16. The City, at its option, may transfer persons enrolled in HMO plans to a City PPO plan.
17. The City will pay health insurance premiums for a bargaining unit person on a City approved medical leave of absence for a period not to exceed six (6) months from that person's last day of work provided the person is otherwise eligible; provided further that persons returning to work must complete a thirty (30) day requalification period before that person shall again be eligible for City paid health premiums while on a medical leave of absence.

18. Persons in the bargaining unit receiving sickness and accident insurance benefits shall not be required to participate in health premium cost sharing during the twenty-six (26) weeks such sickness and accident insurance benefits are being received.
19. The City will maintain a vision insurance plan that is the same or equivalent to Blue Vision (12/12/12) – VSP. This benefit level includes: one eye exam per year, one pair of contact lenses per year, and one pair of glasses per year.
20. The City will provide the same vision insurance as current bargaining unit members or a substantially equivalent program to those retiring as of July 1, 2003, and after.
21. The City will maintain a dental plan providing the following benefit level:
 - (i) Class I (preventative) – 100% (\$2,000 annual maximum on Class I, II, and III)
 - (ii) Class II (restorative) – 75% (\$2,000 annual maximum on Class I, II, and III)
 - (iii) Class III (major) – 75% (\$2,000 annual maximum on Class I, II, and III)
 - (iv) Class IV (orthodontics) – 75% (\$3,500 lifetime maximum)

III. The City shall procure and maintain at its own expense an insurance policy providing for each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks. The weekly short-term disability (STD) benefit level shall be sixty percent (60%) of the

employee's weekly base salary (up to five hundred dollars (\$500) per week maximum). STD may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. STD cannot be used for an intermittent leave or to care for a family member. Benefits begin on the eighth (8th) day of non-occupational injury or sicknesses after accumulated sick time and PTO has been exhausted. Medical leaves resulting from an employee's pregnancy shall entitle employees to paid leave for up to six (6) weeks in the case of a normal delivery, and up to eight (8) weeks for a Caesarean Section, or the length of time determined to be medically necessary as certified by the employee's physician. An employee is not eligible for holidays which may occur while he/she is receiving short-term disability payments. Additional sick leave and paid time off are not accrued during periods of short-term disability.

- IV. To be eligible for either sickness or accident benefits, an employee must have the following.
 - A. Achieved seniority and be working full time.
 - B. Become wholly and continuously disabled.
 - C. Be under a doctor's care and furnish evidence of same upon request.
 - D. Furnish the insurer with satisfactory proof of disability upon request.

- V. The employee shall not be eligible for sickness and accident benefits while that employee is:
 - A. Eligible for unemployment benefits under any unemployment compensation law, or
 - B. On layoff, or
 - C. On leave of absence, or
 - D. Has quit their employment, or
 - E. Been discharged for cause, or
 - F. Is receiving Worker's Disability Compensation Act Benefits, or

- G. Has accumulated unused sick days.
- VI.
- A. The City may, with prior notification to the Union, select or change the insurance carrier at its discretion provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels and the City shall be entitled to receive any dividends, refunds or rebates earned without conditions.
 - B. All benefits shall be subject to standard provisions set forth in the policy or policies.
 - C. Benefits for other wise eligible new employees shall become effective on the first day following such employee's ninetieth (90) calendar day from date of hire.
 - D. Subject to COBRA requirements then existing, when employment is interrupted by layoff, discharge, quit, strike, leave of absence other than maternity leave, all insurance coverage continues for thirty (30) days or until the next premium is due.
 - E. In the event any employee fails or refuses to make timely payments of employee contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.
 - F. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments, the City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
 - G. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the

policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

- VII. Subject to Section II C, (18), with respect to employees retired under normal, early or disability provisions of the plan, the employee shall be entitled to the same hospital and medical insurance benefits which are currently in effect or as negotiated with the City.
- VIII. In the event of any payment under any City insurance plan on behalf of any person covered by such City insurance plan, the City shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."
- IX. In a joint continuing effort to control the cost of insurance the City and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under City health insurance and any other group health insurance policy which a City employee or any covered dependent may have will not exceed the total amount of medical expenses.
- X. Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for medicare, benefits will be paid as though such retiree or other person had enrolled. It is understood that eligibility for medicare shall be first eligibility under then current federal law and the City agrees that upon request it will assist employees or City retirees in applying for medicare benefits.
- XI. The City will provide an annual update for posting on appropriate bulletin boards

summarizing the health care premium increases experienced by the City applicable to the next cost sharing year for each city offered Health Care Insurer and identify cost sharing obligations by Insurer followed by the cost sharing amount required of an employee for such Insurer.

- XII. All health care changes negotiated under this contract shall become effective on February 1, 2011.

ARTICLE XX

LONGEVITY

- I. The City will pay longevity on the following basis effective July 1, 2000.

| ON PAYROLL JUNE 30, 1985 OR BEFORE | HIRE ON OR AFTER JULY 1, 1985 | | |
|---------------------------------------|----------------------------------|--|---------|
| 2% after 5 years service | 5 years | | \$550 |
| 3% after 8 years service | 8 years | | \$700 |
| 4% after 10 years service | 10 years | | \$850 |
| 5% after 12 years service | 15 years | | \$1,000 |
| 6% after 15 years service | 20 years | | \$1,100 |
| 6.5% after 17 years service | | | |
| 7% after 20 years service | | | |

- II. Longevity will be paid in the month of December of each year. Employees who are off the payroll of the City of Dearborn Heights for a period of two (2) months or more in a calendar year shall have their longevity payments reduced by 1/12 for that year for each full month they are off the payroll.

- III. Employees who are on paid leaves of absence or Worker's Compensation shall be

considered as on the payroll.

- IV. Employees returning from unpaid leaves of absence which are of a duration in excess of sixty (60) calendar days in one (1) year shall be required to work sixty (60) calendar days before receiving their longevity payment. Employees who are not on the payroll during the month of December shall receive their longevity pay within thirty (30) calendar days after returning to the job if the employee was off the payroll less than sixty (60) calendar days or more shall receive their longevity pay within five (5) work days following the sixty (60) calendar days required on the payroll period.
- V. Longevity will be pro-rated if the person dies during or retires from City service. Longevity will not be paid if a person quits or is discharged from City employment.

ARTICLE XXI

WAGES & BENEFITS

- I. A. Employees in the bargaining unit will receive, effective on the date indicated, the stated general increase as follows.

For those employees classified as thirty seven and one half (37 ½) hour personnel on or before July 1, 2009:

| | |
|--------------|-----------------------------------|
| July 1, 2009 | zero percent (0%) |
| July 1, 2010 | zero percent (0%) |
| July 1, 2011 | To be Negotiated (Increases Only) |
| July 1, 2012 | To be Negotiated (Increases Only) |

For those workers classified as forty (40) hour personnel on or before July 1, 2009:

| | |
|--------------|-------------------|
| July 1, 2009 | zero percent (0%) |
| July 1, 2010 | zero percent (0%) |

July 1, 2011 To be Negotiated (Increases Only)

July 1, 2012 To be Negotiated (Increases Only)

Retroactive for persons on the payroll on date of ratification. The City, in addition agrees to pay retroactive pay to persons that retired during this contract term. The City will not pay any retroactive pay to persons quitting the City's employment or leaving the bargaining unit to go to another Union or position within the City.

- B. New Hire Salary Program: The past provision of employees hired after June 30, 1984, pay being based on percentage of the 1987 pay scale, shall be discontinued. Effective July 1, 1994, pay for employees hired after June 30, 1984, shall be based on the current senior rate in effect. The identified new hire schedule shall be as follows:

| | |
|---------|--|
| Hire | 75% |
| 1 year | 80% |
| 2 years | 85% |
| 3 years | 90% |
| 4 years | 95% |
| 5 years | 100% of senior employee rate then in effect. |

- C. Kurseth and Spagnola will be treated, for pay purposes, in the same manner as employees on the payroll June 30, 1984 and before.
- D. Nothing in this section shall be construed by either party as a requirement for any employee to re-pay the city for any compensation previously received.
- II. Mechanic Premium of \$0.30 plus \$0.05 per State certification to a maximum of five (5) state certifications.
- III. For persons hired on or before June 1, 1984 there shall be created a contractually recurring

Monetary Fringe Benefit (MFB) payment of 1.75% lump sum payment to be paid annually and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1 annually calculated through June 30 for persons on the payroll as of June 1. The MFB will be prorated if the person dies during, or retires from, city service. The MFB will not be paid if a person quits or is discharged from City employment. The 1.75% lump sum benefit shall be calculated on the average annual straight-time salary of employees hired on or before July 1, 1984 as that salary existed on the June 30th immediately preceding the calculation date provided for in this subsection (Kurseth and Spagnola included).

ARTICLE XXII

FILLING OF VACANCIES

- I. A. For the purpose of promotion and transfer to bargaining unit vacancies, the senior qualified employee shall be selected in accordance with this Article.
- B.
 1. The City shall post vacancies which it designates to be filled for five (5) consecutive City Hall business days during which period, seniority employees will have an opportunity to register their interest.
 2. There shall be separate postings by classification, title, and department and the posting shall designate the number of vacancies, the shift and rate of pay.
 3. A posting shall be presumed to meet the posting obligation until the number of vacancies identified in the posting are filled; provided a posting shall expire twelve (12) months after removal for entry level positions (Laborer and Clerk Typist) and ninety (90) days after removal for positions above entry level. **Example: Seven (7) laborer vacancies identified in highway**

laborer position. Four (4) posting signers. No additional posting for a highway laborer will be required until the seven (7) laborers are hired by the City for the highway department or twelve (12) months following removal of the posting, whichever comes first.

4. Classification titles posted on or after July 1, 1987 will be filled from the bargaining unit within thirty (30) days following the close of posting.

II. The filling of vacancy by **promotion**.

- A. A promotion shall be to a higher paying position.
- B. The seniority employee who is promoted shall be given a fifteen (15) day trial period to determine the following.
 1. The employee's ability to perform the job.
 2. The employee's desire to remain on the job.
- C. During the fifteen (15) day trial period, the employee who has been promoted to a new position can revert to the employee's former classification before the expiration of the fifteen (15) day trial period.
- D. If the employee is disqualified during the trial period in the new position, notice and reasons will be submitted to the Union and employee, and the vacancy caused by the disqualification will be treated the same as any other vacancy. If the employee is not satisfied with the reasons for denial, it then becomes a subject for the grievance procedure.
- E. Probationary employees are subject to Article VIII, Section I.

- III. A. An employee that accepts a lateral or downward transfer shall be required to remain in the position for a minimum of twelve (12) calendar months without any option of

the employee to revert to another classification unless there are no other internal applicants pursuant to this contract for vacancies in such classification.

- B. An employee that accepts a new classification or position will be paid the rate of that classification.
- C. Pay determinations in this Article apply to employees on payroll of City on or before June 30, 1984 unless specified to the contrary.
- D. Salary for persons on payroll on or before June 30, 1984 will be based on rate for that classification for persons on payroll on or before June 30, 1984.
- E. Kurseth and Spagnola will be allowed same rights as persons on payroll June 30, 1984 and before.
- F. New hires will be paid in accordance with the "New Hires Salary Program" (Article XXI, Section I, B); provided that their pay will be at the new hire step rate of the classification they are entering which corresponds in time to the new hire step of the classification which such unit employee is leaving.
- G.
 - 1. A lateral transfer is a transfer to a position paying the same base annual salary as the salary the requesting employee is receiving at the time the request is made.
 - 2. A downward transfer is a transfer to a position paying less in base annual salary than the employee is receiving at the time the request is made.
 - 3. Persons accepting a lateral or downward transfer shall have five (5) consecutive work days as trial period in which to decide. The City shall have fifteen (15) consecutive work days to determine employee's ability and desire with respect to the position.

4. Persons accepting a lateral or downward transfer from a frozen position who desire to return to their previous position during the trial period shall make up time spent out of the position plus ninety (90) additional calendar days unless disqualified.
 5. Persons disqualified during the trial period in the new position may grieve such disqualification pursuant to the contract grievance procedure.
- IV. A. Pending selection in accordance with this Article, the City may fill a promotional vacancy with a temporary appointment not to exceed thirty (30) days.
- C. Bargaining unit employees on an approved leave of absence shall not be considered a vacancy and the City shall be permitted to hold such job open utilizing temporary help for a period not to exceed the length of the approved leave of absence. Such temporary help shall not be subject to the provisions of this Agreement. (The only exception to this provision is a bargaining unit employee seeking other employment while on an approved leave of absence. Said employee will be given thirty (30) days in which to return to that employee's last held position with the City.)

ARTICLE XXIII

SPECIAL CONFERENCES

Special conferences for important matters will be arranged at a mutually agreed upon time between the Chief Steward and the designated representatives of the City upon the request of either party. Such meetings shall involve not more than two (2) representatives of the Union.

Arrangements for such Special Conferences shall be made in advance, and an agenda of matter to be taken up at the meetings shall be presented at the time the Conference is requested.

Matters taken up in Special Conferences shall be confined to those included in the agenda. These meetings may also be attended by a representative of the Council or a representative of the International Union. Union representatives attending a Special Conference during straight time work hours shall not suffer loss of income.

It is the intent of the parties that they work toward holding the Conferences within ten (10) City Hall business days after receipt of notice.

ARTICLE XXIV

NO STRIKE - NO LOCKOUT

- I. The City will not lock out employees during the term of this Agreement.
- II. During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the bargaining unit take part in a strike.

ARTICLE XXV

EMPLOYEE ASSISTANCE PROGRAM

This program is designed as a cooperative effort between labor and management to provide assistance to employees with personal problems. The ultimate decision of whether to seek professional treatment resides with the employee. The function of the program is to aid the

employee in making that decision. The program will be implemented in the following manner:

- A. The Program is implemented only if the employee's personal problems impact upon job performance.
- B. Identification of employees with personal problems should be based on evidence of job performance, objective indication of impairment and self referral. Once identified, the employee may be referred to designated Union or Management representatives.
- C. One Union and one Management representative, after assessing the problem and determining that assistance may be appropriate, will consult with the employee about the nature of the employee's problems and the availability of treatment. The Program does not provide treatment. The Committee members profess no diagnostic skill. Employees are referred to appropriate treatment centers for professional assistance and treatment.
- D. Discussions between the employee and the labor management representative concerning an employee's treatment for alcoholism, drugs (controlled substances), or medically-verified psychological problems, are to be strictly confidential. Any records concerning these subjects are to be maintained separate from personnel and other files.
- E. The decision to undertake treatment is the responsibility of the employee. The role of the Program is to consult and advise, with the decision to go or not to go to treatment left up to the individual employee.
- F. When a leave of absence is determined to be medically necessary for treatment, medical leave of absence may be sought in accordance with the collective bargaining

agreement.

ARTICLE XXVI

RETIREMENT

- I. The employees shall be entitled to the same retirement benefits that are currently in effect or negotiated with the City:

NORMAL RETIREMENT BENEFIT

- A. With respect to benefits payable on or after July 1, 1981, one and three-quarters (1 3/4) percent of the employee's average monthly compensation multiplied by the number of that employee's years of credited service.
- B. On and after July 1, 1982, two (2) percent of the employee's average monthly compensation.
- C. On and after July 1, 1983, two and one-quarter (2 1/4) percent of the employee's average monthly compensation.
1. Notwithstanding anything in this Agreement to the contrary, persons hired on or after July 1, 1987 shall be eligible upon retirement to a benefit calculated at two (2) percent of the employee's average monthly compensation.
 2. Subject to section C(1) above, employees retiring July 1, 1984 and thereafter, with vested pension benefits, will have the computation factor increased by one-fourth of one percent from 2.25% in effect on June 30, 1984 to 2.50%.
 3. Subject to section C(1) above, employees hired on or after July 1, 1987 who retire July 1, 2000, and thereafter, with vested pension benefits, will have the computation factor increased by one-half of one percent from 2.00% in

effect on June 30, 2000, to 2.50%.

4. Final Average Compensation (FAC), used for determining average monthly pension compensation, shall be based on the employee's best three (3) out of five (5) years of service for employees retiring July 1, 2000, and thereafter. Employees retiring July 1, 2003, and thereafter will have longevity included in Final Average Compensation (FAC).
5. Lump-Sum Payouts: Upon leaving City service, lump sum payouts will be as follows.
 - a. 33-1/3% upon termination and 33-1/3% on the next 2 annual anniversaries of such termination.
 - b. The City will pay interest on a declining balance method at the passbook interest rate of the City depository on date of retirement with a minimum rate of 2%.
 - c. Subject to the above, the City shall have the option of paying in full, at any time following employment termination, amounts of \$10,000 or less without interest penalty.
6. **Surviving Spouse's Benefit.** Upon the death of a City employee who has completed at least ten (10) years of credited service under the retirement plan for employees of the City, and who is survived by a legal wedded spouse to whom that employee has been married continuously during the one (1) year period ending on that employee's date of death, the City retirement plan shall provide a monthly surviving spouse's benefit for the lifetime of the spouse with payment of the benefit commencing on the first day of the month

following the month of the employee's death. The surviving spouse shall not receive retiree health insurance benefits, unless the deceased employee was eligible to retire under the Normal or Early retirement provisions of the retirement plan on the day before the day of that employee's death. The amount of the monthly surviving spouse benefit shall be based on the employee's Credited Service on that employee's date of death and shall be determined in accordance with the surviving spouse benefit provisions of the retirement plan (i.e., benefit percentage, early retirement percentage, survivor percentage, etc.) As if the employee had retired on the day prior to the day of that employee's death provided that in the event that the employee dies prior to attaining age fifty-five (55), the benefit shall be determined as if the employee had attained age fifty-five (55) on the day prior to the day of that employee's death. Effective on _____, 20_____, For all members with twenty five (25) or more years of service who have not yet reached the age of fifty five (55), the surviving spouse benefit will be sixty percent (60%) of the members pension with the rate reduction to be calculated at one-half percent (0.5%) per month between the members age and age fifty five (55). For all members with fifteen (15) or more years of service who are fifty (50) years of age or older, the surviving spouse health care benefit will be the normal retirement benefit.

- D. Effective July 1, 2008, the normal retirement minimum age will be fifty five (55) with twenty five (25) years of service credit. Effective on _____, 20_____, For all members with twenty five (25) or more years of

service who have not yet reached the age of fifty five (55), voluntary retirement will be offered with a rate reduction of one-half percent (0.5%) per month between the members age and age fifty five (55). This provision will not be offered to members who are terminated with cause. Members who are terminated with cause will have retirement benefits offered to them as stated in the Ordinance and will receive a rate reduction of one-half (0.5%) per month between the members' age and age sixty two (62).

- E. Effective January 1, 2008, employees with thirty (30) years of service credit shall receive an additional one percent (1%) per year credited annually from that employee's thirtieth (30th) credited year of service to that employee's thirty-fifth (35th) credited year of service.
- F. Effective December 1, 2010 through March 1, 2011, Any employee who will fall under the rule of seventy-five (75) on or before February 28, 2011 or an employee who, with the purchase of up to three (3) years at five percent (5%) of his or her base wage, will fall under the rule of seventy-five (75) on or before December 31, 2010, will be eligible to enter into a normal retirement without penalty. This provision will expire on March 1, 2011. In addition, if a member is eligible for retirement under the above provisions and will be purchasing less than twelve (12) months, then he or she will be granted the time without the requirement of payment. Also, a member will be allowed to purchase time over seventy-five (75), as long as the total time bought is not more than three (3) years. For purposes of this provision, total amount of additional service credits shall not exceed three (3) years (thirty six (36) months).

A member may apply part or all of his or her unused vacation or sick time towards the purchase of time. All members who retire under this proposal will be eligible for Community Blue Plan 2 or equivalent OR Health Alliance Plan HMO or equivalent health care benefits with a prescription co-pay of zero dollars for generics/fifteen dollars for name brand (\$0/\$15). All members will be provided with a letter of eligibility on or before December 1, 2010 with the possible options and the costs associated.

Ex 1. An employee who is 50 years of age and has worked 24 years and 3 months will be credited the additional 9 months of time at no cost to him or her.

Ex 2. An employee who is 50 years of age and has worked 24 years and 3 months who chooses to be credited 2 years of service will be charged for 2 years at a rate of 5% of his or her base wage.

Ex 3. An employee who is 62 years of age and has worked 12 years will be able to purchase up to 3 years and receive health benefits.

ARTICLE XXVII

SAFETY

I. Safety of Vehicles

- A. If a vehicle should be determined as defective and unsafe for use during any tour of duty, the Employee shall cause same to be parked and the vehicle shall remain parked until properly cleared by the Garage Superintendent on duty as fit for road service; provided, that the employees utilizing equipment will report all alleged equipment defects upon mutually agreed form, in triplicate, provided by the City, in writing, not later than the end of their shift; provided further, that in the event any

employee refuses to utilize a vehicle, such employee shall provide detailed safety objections in writing. It is understood and agreed that claims of safety defects shall not be utilized as a work avoidance device.

- B. All injuries, vehicle or equipment accidents, shall be reported immediately in accordance with published D.P.W. Policies and Procedures. The police will investigate and file a report identifying how such accident could have been avoided and who was at fault. In the event the police report shows negligence on the part of the employee placing such employee at fault, such employee may be subject to discipline.
- C. When an automobile accident happens, the employee must first notify their Supervisor. Second, call the office for a police car if during working hours, or go to a phone and notify the Police Department. After the Police reports are taken, the driver of the vehicle must get the other driver's name, address, phone number, license number, and make of vehicle. The driver must then go to the office and make out an incident report. The incident report must be made before the end of their shift, as long as there are no injuries preventing said employee from making out the report. The report is then turned over to the employee's supervisor who then in turn, turns it over to the Office Manager for typing. The report should then be sent up to the Comptroller's Office within twenty-four (24) hours of incident.

II. **Safe Work Practices.**

The parties being desirous of promoting safe work practices hereby agree that employee shall not operate city equipment while under the influence of intoxicating beverages or controlled substances, nor shall City equipment or vehicles be used to transport such items.

The parties further agree that employees shall not be permitted to start work if they are under the influence of intoxicants or controlled substances.

II. **Injuries.**

When a bodily injury occurs, the employee must first call for a rescue if the injury is serious, if not, notify their Supervisor first. The Supervisor at this time will assess the nature of the injury. If the employee is not seriously injured, the Supervisor will call the office to see if the City doctor is in and an appointment is made immediately for the employee. If the nature of the injury is serious, the employee is either transported to a hospital by rescue or by a Supervisor. If the employee is physically able, the employee will make out that employee's incident report immediately after returning from seeing the doctor. If the employee is unable to make out a report, the Supervisor in charge of the employee will make out the report. The Supervisor will then turn over the report to the Office Manager for typing. The report should then be sent up to the Comptroller's Office within twenty-four (24) hours of incident or injury.

- IV. The Chief Steward, or his or her designee, shall attend any meeting of the Dearborn Heights Safety Committee as may be requested by the Human Resource Director.

ARTICLE XXVIII

UNIFORMS

- I. A. The City agrees to furnish uniforms for all full-time bargaining unit employees, except clerical employees and inspectors, in the Department of Public Works, Recreation Department and City Hall and Police Department custodians; provided, the parties agree that the Uniform program shall be administered in a reasonable and economical manner consistent with the purpose of providing such uniforms.

- B. Uniforms shall be worn by bargaining unit employees, without exception, on all working days, and on City business only.
- C. 1. All custodian positions and all labor positions with the exception of Animal Control Officer, Ordinance Officer and Jail Guard will be given a uniform/boot allowance of four hundred fifty dollars (\$450) paid on or before June 30, 2010 and each year thereafter. It will be the employee's responsibility to replace any article of his or her uniform.
- D. The City will furnish gloves where necessary, and worn-out gloves shall be turned in prior to the issuance of new gloves.
- E. The laundering and maintenance of uniforms shall be the responsibility of the employee.
- F. Foul weather gear shall be made available by the City to necessary personnel in the Department of Public Works and Building Maintenance/Parks employees.
- G. Shoes, other than safety shoes, shall not be worn in the Department of Public Works and Building Maintenance/Parks Department.
- H. A committee of the Department of Public Works Director and one (1) member to be designated by the Union shall review disputes as to whether or not employees' uniforms are in need of replacement.

ARTICLE XXIX

FAMILY AND MEDICAL LEAVE ACT AND AMERICANS WITH DISABILITIES ACT, CDL LANGUAGE

I. Americans With Disabilities Act (ADA).

This contract shall be in compliance with the Americans With Disabilities Act (ADA).

Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree to meet as necessary during the term of this agreement to discuss any specific problems which may arise in complying with the ADA.

II. **Family and Medical Leave Act (FMLA).**

- A. The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for FMLA leave, in accordance with FMLA regulations.
- B. Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted, with the exception of earned vacation time which will not be charged for FMLA leave, said time to be retained by the employee pursuant to the contract.
- C. Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced the leave in accordance with FMLA regulations.
- D. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

III. **Commercial Drivers license (CDL).**

This contract shall be in compliance with the state and federal commercial drivers' license (CDL) laws and regulations. Employees covered by this contract shall be entitled to all

rights as contained within the contract. The City and the Union shall comply with their obligations under all CDL laws and regulations. They agree to meet as necessary during the term of this agreement to discuss any specific problems which may arise in complying with state and federal CDL laws and regulations.

ARTICLE XXX

TUITION REIMBURSEMENT

- I. The City shall reimburse employees for the full cost of tuition for courses relating to the employee's work, to be determined by the Mayor's Office and the relevant Department Head. The employee must receive a letter grade of "C" or better for the course to be eligible for reimbursement.

ARTICLE XXXI

TERM OF AGREEMENT

- I. This Agreement shall become effective July 1, 2009 and will remain in full force and effect until June 30, 2013, whereupon it will terminate unless extended by the parties. Either party may give notice not less than sixty (60) days prior to expiration date of its intent to request negotiations for renewal or modification of this Agreement. This Agreement, signed this ____ day of _____ shall remain in effect through and until 11:59 P.M., June 30th, 2013.

AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO

CITY OF DEARBORN HEIGHTS,
MICHIGAN

By: John A. Laslo 12-28-10

John A. Laslo

Chief Steward, AFSCME Local 290

By: Daniel S. Paletko 12-28-10

Daniel S. Paletko

Mayor

By: Jeffery Gootee 12-28-2010

Jeffery Gootee

President, AFSCME Local 290

By: Jeanette DiFlorio

Jeanette DiFlorio

Staff Representative,

Michigan Council 25

American Federation of State,

County and Municipal Employees,

AFL-CIO

By: S. Judith Dudzinski

S. Judith Dudzinski

City Clerk

ATTACHMENT A

DEDUCTION SERVICE AGREEMENT FORM

The undersigned hereby agrees that in consideration of the City of Dearborn Heights deducting from my pay such sums as are due to AFSCME Local 290, hereinafter called the "Union", and remitting such money deducted from my pay to the Union, I hereby agree to hold the City harmless against any and all claims, demands, lawsuits, or other form of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, that I do hereby agree that in the event a refund is due for any reason, I will seek such refund from the Union; provided further I do hereby agree to permit the deduction of any and all sums I may owe the City of Dearborn Heights for items other than vehicles or tools.

DATE

EMPLOYEE SIGNATURE

ATTACHMENT B

DESIGNATION OF BENEFICIARY

TO: City of Dearborn Heights, Michigan:

I hereby designate _____ as beneficiary(ies) of any employment related benefits payable by the City on account of my death or due me from the City at the time of my death under the Collective Bargaining Agreement with Local 290, American Federation of State, County and Municipal Employees, AFL-CIO or otherwise. In the event such designated beneficiary(ies) predeceases me, I designate _____ as my beneficiary (ies) instead. I reserve the right to change the designated beneficiary(ies). In case of conflict between the requirements of the Collective Bargaining Agreement existing at time of death, or any statute and this Designation of Beneficiary, such Collective Bargaining Agreement or statute shall control the disposition of any employment-related benefits payable on account of the death of the employee.

In addition, it is understood and agreed that the City may require the designated beneficiary to sign an agreement to indemnify and hold the City harmless from liability as a result of delivering any monies to the beneficiary.

DATE

SIGNATURE

ADDRESS

(Local 290 2009-2013)

ATTACHMENT C

LIST OF ARBITRATORS

Pursuant to Article VI, Section II of the 2000-2003 Collective Bargaining Agreement, the list of Arbitrators agreed to by the parties are the following:

Michael Long

Idiko Knott

Mario Chiesa

Joseph Girolamo

David Grissom

ATTACHMENT D

CITY OF DEARBORN HEIGHTS

AFSCME CLERICAL

GROUP 1

| <u>CLERK TYPIST</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|----------------------------|-------------------------|--------------------------|
| Mindy Delano | 11/09/81 | DPW |
| Elaine Darr | 11/29/93 | Recreation |
| Nicole Buchman | 12/16/96 | Building |
| Denise Walker | 05/05/98 | Comptroller |
| Carol Barlow | 06/15/98 | DPW |
| Sherri Kress | 08/09/99 | Building |
| Chris Sadowski | 09/27/99 | Police |
| Marian Delekta | 06/29/01 | Human Resource |
| Rhonda Norman | 05/23/05 | Clerk |

GROUP 2

| <u>BOOKKEEPER</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|--------------------------|-------------------------|--------------------------|
| Teri Thompson | 7/23/90 | Water |
| Sherri Winnie | 2/08/93 | DPW |
| Penny Morisette | 09/18/06 | Treasurer |
| Lynne Zub-Senia | 12/18/06 | Treasurer |
| Jeanne North | 07/09/09 | Treasurer |
| Deborah Martinez | 12/13/07 | Treasurer |

GROUP 2 - CONTINUED

| <u>VIOLATIONS CLERK</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|-------------------------|------------------|-------------------|
| Monika Fails | 04/20/98 | Police |
| Darla Mandel | 03/06/00 | Police |

| <u>BILLING MACHINE OPERATOR</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|---------------------------------|------------------|-------------------|
| Mathew Paul | 02/15/93 | Water |

| <u>BOOKKEEPER/MACHINE OPERATOR</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------------------------|------------------|-------------------|
| Janet Kalczynski | 12/15/71 | Comptroller |
| Lisa Jackson | 1/23/89 | Comptroller |
| Kim Maroncelli | 07/16/90 | Comptroller |

GROUP 3

| <u>BILLING MACHINE COORDINATOR</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------------------------|------------------|-------------------|
| Judy Tackett | 7/22/96 | Water |

| <u>FIRE SECRETARY</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|-----------------------|------------------|-------------------|
| Dianna Markin | 03/17/86 | Fire |

| <u>BUYER</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|--------------|------------------|-------------------|
| Eve Schaefer | 03/10/86 | Comptroller |

GROUP 4

| <u>CLERK COUNCIL SECRETARY</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|--------------------------------|------------------|-------------------|
| Mary Lawrence | 12/30/91 | Clerk |

ATTACHMENT E

CITY OF DEARBORN HEIGHTS

AFSCME DPW

GROUP 1

| <u>LABOR</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|-------------------|------------------|-------------------|
| Ray Janik | 05/29/90 | B&M |
| Mike Blackburn | 10/04/93 | Water |
| Mark Russ | 02/21/00 | B&M |
| Jason LaJoice | 09/25/00 | Highway |
| April Simmons | 10/02/00 | B&M |
| Chris Rockensuess | 06/27/01 | Highway |
| Jeff Gootee | 07/30/01 | Highway |
| Frank Polsinelli | 06/08/09 | Water |
| William Davidson | 06/15/09 | B&M |
| Paul Spehar | 08/17/09 | Water |
| VACANT | | Highway |
| VACANT | | Water |
| VACANT | | Water |
| VACANT | | Water |

GROUP 1 - CONTINUED

| <u>JAIL SERVICE</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|---------------------|------------------|-------------------|
| Christopher Dishon | 11/08/04 | Police |
| Richard Foley | 03/27/06 | Police |
| Kathy Marick | 03/27/06 | Police |

| <u>CUSTODIAN</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------|------------------|-------------------|
| Audrey Klann | 11/02/98 | B&M |
| James Armstrong | 12/08/08 | Police |

GROUP 2

| <u>METER READER</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|---------------------|------------------|-------------------|
| Christie Steffen | 01/22/01 | Water |
| Tara Brush | 05/22/08 | Water |

VACANT

| <u>ANIMAL CONTROL</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|-----------------------|------------------|-------------------|
| William Dishroon | 08/13/97 | Police |

| <u>ORDINANCE</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------|------------------|-------------------|
| Keith Holder | 12/18/95 | Building |
| Dave Novak | 10/17/05 | Building |

GROUP 2 - CONTINUED

| <u>LIGHT EQUIPMENT</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------------|------------------|-------------------|
| Jeff Hoffman | 09/10/90 | Highway |
| Gregory Kelly | 12/11/00 | Highway |
| Leonard Parker | 06/18/01 | Highway |
| Tom Oberhausen | 08/31/93 | B&M |

GROUP 3

| <u>HEAVY EQUIPMENT</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------------|------------------|-------------------|
| Will Andrews | 09/09/74 | Water |
| James Meadows | 05/27/87 | Highway |
| Eugene Piestrak | 04/18/88 | Highway |
| Carl Kennedy | 03/27/89 | Highway |
| Jeff Popovich | 04/11/89 | Water |
| Terry Tolentino | 02/28/90 | Highway |
| John Laslo | 09/07/93 | Water |
| VACANT | | Water |



GROUP 3 - CONTINUED

| <u>LEADER (Cribman)</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|-------------------------|------------------|-------------------|
| Charles VanAssche | 10/30/78 | Highway |
| Dave Miller (Cribman) | 10/22/79 | Highway |
| Robert Spagnola | 12/20/84 | Water |
| Curtis Whitmore | 09/08/86 | Water |
| VACANT (Meter Reader) | | Water |
| Thereza Taylor | 09/13/90 | B&M |
| Robert Jones | 07/15/96 | B&M |

GROUP 4

| <u>MECHANICS</u> | <u>SENIORITY</u> | <u>DEPARTMENT</u> |
|------------------|------------------|-------------------|
|------------------|------------------|-------------------|

5 CERTIFICATES

| | | |
|----------------|----------|-------|
| Richard Hefner | 02/23/99 | Water |
|----------------|----------|-------|

4 CERTIFICATES

3 CERTIFICATES

2 CERTIFICATES

1 CERTIFICATE

0 CERTIFICATES

| | | |
|---------------|----------|-------|
| Dave Borowski | 05/08/06 | Water |
|---------------|----------|-------|