

AGREEMENT

BETWEEN

CITY OF INKSTER

AND

LOCAL UNION 290  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2009 – June 30, 2012

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## PURPOSE AND INTENT

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

The parties mutually recognize that the responsibilities of both the employees and the City to the Public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

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

NOW THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

## ARTICLE I - RECOGNITION OF UNION

- A. Pursuant to and in accordance with all applicable provisions of Acts of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Union of the American Federation of State County and Municipal employees and Council 25 and its affiliated Local Unit 290, Inkster Chapter (hereinafter referred to as the Union) as the exclusive representative for the purpose of collective bargaining respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City included in the Bargaining Unit described below insofar as the same is permissible under applicable statutes and law.
- B. The Bargaining Unit shall include Inkster Housing Commission employees as listed in Exhibit (A) attached hereto and made a part hereof and all City employees except management, professional and supervisory personnel, confidential, seasonal and part-time and all other employees in the unclassified service as defined in the City Ordinances and Personnel Rules and Regulations. Inkster Housing will remain under the current collective bargaining agreement until the court decision on separating Housing has been determined. The term "current language" will only apply to the City of Inkster. Inkster Housing will present language to address their specific concerns.

## ARTICLE II – REPRESENTATION – BARGAINING COMMITTEE

- A. The employees shall be represented by a committee composed of five (5) employees, one of whom shall be the Chief Steward, who shall be elected in any manner determined by the employees. If MERC rules to separate Inkster Housing from the City/Housing contract, the bargaining committee will be reduced by one member. The committee would be composed of four (4) employees. This committee shall be selected from a group of nominees on the seniority list. Bargaining committee members will be paid by management for time spent in negotiations, but only for the straight time hours they would otherwise have worked on their regular work schedule. Additional representation may be provided by the Local, Council and/or International of the Union.
- B. Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and will, from time to time, provide prompt notice of any changes.
- C. There shall be no discrimination against any employee because of their membership in the Union or because of them acting as an officer or in any other capacity on behalf of the Union.
- D. The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious, disability or political belief or for legal Union activities. Both parties shall abide by all applicable Federal and State laws.
- E. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference or coercion.
- F. Any reference in this Agreement to the masculine gender shall be deemed to include the feminine gender and vice versa, unless the context clearly indicates otherwise.

## ARTICLE III – JOINT RESPONSIBILITIES

- A. No Strike – No Lockout: Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, stay-in or slow down, in any plant or property of the City of any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City may or may not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

- B. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, that they may be disciplined and instruct all such persons to immediately cease the offending conduct.
- C. The City may discipline any employee who instigates, participates in or gives the leadership to any activity herein prohibited.
- D. The City will not lockout employees during the term of this Agreement.

#### ARTICLE IV – MANAGEMENT RESPONSIBILITIES

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized – prominent among which, but by no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects and in accordance to law.

It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

#### ARTICLE V – MAINTENANCE OF MEMBERSHIP

- A. Each employee, who on July 1, 1970, is a member of the Union and each employee who becomes a member after that date, shall, as a condition of employment, maintain their membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

- B. Agency Shop – Any present or future employee who is not a Union members as of July 1, 1970 and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- C. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

#### ARTICLE VI – UNION DUES AND INITIATION FEES

- A. Payment by Authorization for Payroll Deduction: Employees may tender the monthly membership dues by signing the “Authorization for Payroll Deduction” form. During the life of this Agreement and in accordance with the terms of the form of “Authorization of Payroll Deduction of Dues” hereinafter set forth and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the “Authorization for Payroll Deduction” form.
- B. Deductions: Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- C. Delivery of Executed Authorization for Payroll Deduction Form: A properly executed copy of such Authorization for Payroll Deduction of dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- D. When Deductions Begin: Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.

- E. Delivery of Additional Payroll Deduction Forms: The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- F. Refunds: In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.
- G. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Unit not later than the last day of the calendar month in which the deduction was made. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues form, the Employer shall include this information and reason for this, with its list to the designated financial officer of the Local Union.
- H. Disputes Concerning Payroll Deduction: Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure.
- I. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of the Agreement.

- J. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a Public Employees Organized for Political and Legislative Equality (P.E.O.P.L.E.) deduction as provided for in a proper written authorization, which must be supplied by the Union. Such authorization must state the amount of the deduction per paycheck, must be executed by the employee, must be renewed, in writing, by the employee at least once in every calendar year, and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union on a monthly basis. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

## ARTICLE VII – GRIEVANCE PROCEDURE

- A. Purpose: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties' positions and conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step with the time limits, or on the basis of the Union's last demand if the City fails to give its answer within the time limits.
- B. A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an employee or employees or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- C. Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- D. Timely Action: Immediate supervisors and reviewing supervisor shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as required.
- E. Written Grievances: The parties agree that any written grievance shall contain:
- The person to whom addressed.
  - The date signed and prepared.
  - The step number within the procedure.
  - The name of the Bargaining Unit.
  - The name of the person grieving.
  - The position or job class of the grievant.
  - The date and time of the action which prompted the grievance.
  - The action which caused the grievance.
  - A statement by the grievant which would set forth the grievance or cause.
  - The remedy sought by the grievant.
  - The Article and Section or subsection of the contract which has been violated.
  - The signature of the grievant.
  - The signature of the Union Official to whom the reply must be directed.

F. All grievances shall be processed in the following manner and within the stated time limits:

Step 1: An employee who has a grievance may discuss the complaint with the immediate supervisor, with a Union Representative present upon employee's request. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The grievance must be so presented within ten (10) working days after its occurrence or within ten (10) working days after knowledge of its occurrence. The supervisor shall give their verbal answer to the grievance within five (5) working days after the date of presentation of the grievance.

Step 2: If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall report such grievance to his/her Union Representative as soon as possible, but in any case within ten (10) working days of having received a verbal response from his/her supervisor as provided for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance and date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding grievance. The Union Representative shall then make arrangements to discuss the grievance with the Department Head within ten (10) working days. The Department Head shall render his/her decision in writing within ten (10) working days after such decision.

Step 3: If the grievance is not satisfactorily settled as a result of this meeting, the Union Representative shall appeal such grievance to the City Manager or their designee within ten (10) working days of receipt of the written decision by the Department Head as provided for in Step 2. A meeting shall then be arranged with the City Manager or their designee as soon as possible after receipt of the written decision of the Department Head. A decision in writing by the City Manager or their designee shall be given to the Union within ten (10) working days after such meeting.

Step 4: If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 3, the Union may submit the grievance to the American Arbitration Association. The Union shall notify the City in writing within ten (10) working days after the meeting with the Manager of his designee that it intends to go to the American Arbitration Association. Following the Employer's notification and within forty-five (45) calendar day period of time, the matter shall be referred to the American Arbitration Association for selection of an impartial arbitrator, to be selected by the Union and the Employer, to determine the dispute. Said arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitrator shall fix a time and place for a hearing upon reasonable notice to each party. After such hearing the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract provisions which gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed.

### ARTICLE VIII – HOURS OF WORK

#### A. The Regular Workweek

The regular workweek of employees covered hereby shall be forty (40) hours, within a period of seven (7) consecutive calendar days beginning at 12:01 a.m. on Monday. The regular workweek of Code Enforcement Officers covered, hereby shall be forty (40) hours, within a period of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

#### B. Regular Workday and Work Shift

The regular work schedule shall be listed by work units as follows: 1) DPS, Parks and Custodian-7½ hours of work plus a thirty minute lunch period. 2) Housing Maintenance-7½ hours of work plus a thirty (30) minute lunch period. 3) Clerical-7¼ hours of work plus a forty-five (45) minute lunch period. The workday shall be a period within twenty-four (24) hours beginning at midnight. Clerical general employees will receive an additional fifteen (15) minutes added to their lunch period. Also, the punch in and out time shall remain the same. A 5-minute grace period shall apply to all schedules. The parties will review a 4-day workweek.

The regular work shift shall fall between the hours of 7 a.m. to 6 p.m., Monday through Friday, except upon notice by the City of a change in the work schedule of isolated job classifications issued at least twenty-four (24) hours in advance of the scheduled starting time. Such work schedule changes shall be subject to provisions of Article 32, Special Conference and/or the Grievance Procedure. Any regular work shift hours that occur before 7 a.m. or after 6 p.m. shall be subject to premium pay provisions except for the position of custodian.

#### C. Pay day shall be bi-weekly for all Bargaining Unit employees.

### ARTICLE IX – REST PERIOD

Rest period shall not extend beyond the 15 minute period. Any abuses shall be subject to reasonable discipline. Management shall allow one fifteen (15) minute rest period during each one-half shift on the work day.

### ARTICLE X – OVERTIME

#### A. Employees will be paid one and one-half (1 ½) times regular hourly rate when authorized by the City in the following instances.

1. Time worked in excess of eight (8) hours in any one day.
2. Time worked in excess of forty (40) hours in any one week.

#### B. Work performed between 12 midnight Saturday and 12 midnight Sunday, except when these days are part of the regular scheduled work week, and any time worked in excess of sixteen (16) consecutive hours shall be paid two times the regular rate of pay. No employee shall be required to work in excess

of sixteen (16) consecutive hours.

- C. Any work performed on holidays included in this Agreement shall be paid at two (2) times the regular rate of pay in addition to the regular holiday pay.
- D. Time granted for vacation leave and sick leave (supported by evidence of illness) and holidays during the work week under consideration for overtime pay, shall be included as time worked in the computation of forty (40) hours worked.

There will be no duplication of overtime for the same hours worked.

- E. The Union, AFSCME Local 290 and City Administration agree that since it is the City's policy not to pay compensation for errors but only to pay for time actually worked that the City will, from this day forward, equalize overtime hours in the following manner.

If a person is not called properly for overtime opportunities, then the City will schedule the amount of hours that they would have otherwise been entitled to within forty (40) days after the occurrence. These hours shall be separate and apart from those hours after the occurrence. These hours shall be separate and apart from those hours that would have normally been scheduled.

The Union will refrain from grieving for compensation in lieu of overtime hours. Further, grievances will not be filed as a result of these scheduled hours.

Both parties agreed to get together to discuss overtime call-in incentives for the Department of Public Service (DPS).

## ARTICLE XI – EQUALIZATION OF OVERTIME HOURS

Overtime hours will be divided and rotated, as equally as possible among employees in the same classifications in the Departments where practicable. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each Department or building as the case may be.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their Department will be called first and so on down the list in an attempt to equalize the overtime hours. In such cases, they would be called on the basis of least hours of overtime in their classification.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employee working during the callout period.

## ARTICLE XII – PROBATIONARY EMPLOYEES - NEW

- A. A new employee in a non-clerical position in the Roads or Water and Sewer or Parks and Grounds shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of ninety (90) calendar days – at the end of which period he/she shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his/her employment.
- B. All employees not covered in Article XII (a) in any department covered by this Agreement, shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of ninety (90) calendar days at the end of which period he/she shall either be terminated or entered on the City-wide seniority list of the City as of the first day of their employment.

For both the above sections, the ninety (90) calendar days shall not be counted if temporary employee is covering a full-time employee on an approved leave of absence.

- C. At any time during the probationary period, the City Manager may terminate or demote an employee whose performance does not meet the required work standards but not for Union activity.
- D. Probationary employees do not receive fringe benefits, except medical insurance from first billing following date of hire, but may earn to receive after the waiting period.
- E. Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.

- F. An employee laid-off or terminated during his/her probationary period and rehired within ninety (90) calendar days following his/her last day of work will be considered to be completing the probationary period which he/she has previously started. An employee who completes his/her probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary employee retroactively from the day he/she completes his/her probationary period for the purpose of determining his/her date of employment and position on the City-wide seniority lists. An employee rehired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- G. Probationary periods may be extended but not to exceed an additional ninety (90) days upon the mutual agreement of the City and the Union. Said mutual agreement regarding extension of probationary periods shall be reduced to written form.

Any seasonal, provisional, temporary and part-time employees working in an AFSCME position shall be added to the bargaining unit upon the completion of ninety (90) calendar days of employment and said time worked shall serve as their probationary period.

The foregoing provision shall be applied hereafter consistent with Article XII a, b and f of the existing contract.

On a case by case basis, the Union agrees to meet with the employer in good faith to discuss the possibility of waiving the ninety (90) calendar day period.

## ARTICLE XIII – SENIORITY

- A. Definition: Seniority shall mean the status attained by length of continuous service with the City.
- B. Accrual of Seniority: Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- C. Loss of Seniority: Employees shall lose their seniority for the following reasons . . .
1. Discharge, if not reversed.
  2. Resignation: An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City and who has no legitimate reason for not notifying the City of its absence, may be considered as having resigned.
  3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
  4. Unexcused failure to return to work after expiration of a formal leave of absence.
  5. Retirement.
  6. Layoff for a continuous period of twelve (12) months or the length of the employee's seniority, whichever is greater.
- The Employer shall send written notification by registered mail to the employee at his/her last-known address that he/she has lost his/her seniority and his/her employment has been terminated. A copy of such notification shall be presented to the Union.
- D. Seniority List: Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position, class and seniority date and shall furnish a copy to the Union in July of each year and as soon as practicable the first year.
- E. Application of Seniority: Seniority shall apply to shift assignment, vacation, layoff, recall, transfers and promotions and as otherwise provided in this Agreement.
1. In the event of a vacancy, employees shall be given the opportunity to transfer on the basis of their seniority and provided they are qualified as per Article XIV. Vacancies shall be filled by seniority as follows: (a) of applicants within the housing clerical, city clerical, housing maintenance and general maintenance categories; (b) if no applicants are received from the category in which the vacancy occurs, then of applicants, such positions may be filled by person outside City employment.

## ARTICLE XIV – PROMOTIONS

### Section 1

All permanent job vacancies within the City of Inkster in higher paid classifications shall be defined as promotions. Such vacancies shall be posted in all departments within the City for a ten (10) calendar day posting period. Interested, employees must submit written requests for promotion to the vacancy to the Personnel Department within the above ten (10) calendar day posting period in order to be eligible for consideration for the promotion. Said job shall normally be filled within thirty (30) calendar days.

### Section 2

The Department Head will not be obligated to consider a request for promotion from an employee during the employee's absence from work or during an employee's layoff from work, unless that employee submits the request, in writing, during the posted period. The steward shall be allowed to submit a written request during an employee's authorized absence from work or during an employee's layoff from work, on behalf of the absent or laid off employee. It shall be the responsibility of the employee on an authorized absence from work or on layoff from work to submit a request, in writing, to the steward to be submitted as application for specific posted positions in which the employee is interested. Employees will not be considered for any promotional vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances within that department.

### Section 3

The Personnel Director shall appoint employees for promotions subject to the following conditions:

- A. The demonstrated working knowledge, training, certified experience or certified education for the posted position.
- B. Performance on the job.
- C. Job related physical qualifications.
- D. The seniority applicant, based on A, B and C above, will be entitled to the trial period provided in Section 4 below.

#### Section 4

- A. The employee who is promoted may serve a thirty (30) working day trial period to prove they are capable of performing the work. At any time during this trial period, the employee may, on his/her volition, request, in writing, to be relieved of the new classification and will be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted and former rate of pay without loss of seniority.
- B. Employees serving a trial period will be evaluated, in writing, by the Employer, both upon completion of the first fifteen (15) working days of the trial period and again during the week prior to the expiration of the thirty (30) working day trial period. Upon receipt of the written evaluation(s), the employee may respond, in writing, to the Employer concerning the evaluation; said response shall be attached to the evaluation.
- C. Any and all disqualifications shall contain management's justification for disqualifying said employee and shall be presented to the employee and the Union within five (5) days.

#### Section 5

- A. Upon request, interested employees shall be allowed to train at times acceptable to management, in position they believe could be available to them at a future date, inasmuch as such training would provide them with a promotion. Said training shall not change the employee's rate of pay. Training of employees shall be limited to three (3) employees in the requested classification based on seniority.
- B. The amount of training given to employees training in the same position will be equal, as to the amount of days each employee is trained. Training will occur in five (5) day segments.
- C. Employees shall apply for training, in writing, to the Personnel Director, with a copy provided to the employee, Union and Department Head.
- D. Employees shall only be allowed to train in two (2) classifications per year.
- E. Upon completion of training as prescribed above, same shall be noted in employees' personnel record, with a copy to the employee.
- F. Posting procedure for training, agree to by the Union and Management will be added at a later date; prior to implementation of training.
- G. Employees shall not have the right to lateral or downward job transfers, without written permission of the City Manager or Personnel Director.

#### Section 6

Nothing contained herein shall limit the Union's right to appeal any or all of the above article through the grievance procedure, should the Union believe the above has been violated.

## ARTICLE XV – LAYOFF AND RECALL

- A. Definition: Layoff shall mean the separation of employees from the active work force due to economic necessity, lack of work or abolition of position because of changes in organization.
- B. Order of Layoff:
1. No permanent or probationary employee shall be laid-off from his/her position in his/her respective clerical, housing maintenance and general maintenance categories while any part-time seasonal, temporary or provisional employees are serving in such Union clerical, housing maintenance and general maintenance categories excluding Crossing Guards, Printer and Parks & Recreation.
  2. Permanent and probationary employees, in the event a layoff becomes necessary, shall exercise their seniority by replacing an employee with lesser seniority in his/her respective clerical, housing maintenance and general maintenance categories; subject to the exceptions as are contained in sub-paragraph “C” of this article.
  3. Except as provided in sub-paragraph “C” of this Article, the layoff of probationary or permanent employees shall be in inverse order of seniority within the respective clerical, housing maintenance and general maintenance categories.
- C. Exceptions to Seniority: The City may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City and the Union to discuss those questions or disputes involved in the layoff procedure. If an agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore. The steward, chief steward and local president (if employed by the City) shall during their term of office at the point where they would be subject to layoff, be retained at work, regardless of their seniority provided they are able to perform any remaining work satisfactorily.
- D. Notice of Layoff: Employees to be laid off shall be given at least twenty-one (21) calendar days prior notice.

E. Preferred Eligible Lists:

1. An employee laid off or displaced shall have his/her name placed on a preferred eligible list, in order of seniority, for any position from which he/she was displaced.
2. Names shall remain on such list for twelve (12) months or length of seniority, whichever is greater unless removed as provided below. Employees shall be recalled from layoff or shall be restored to a position from which he/she was displaced, before any other persons are selected for employment or promotion to any position.
3. An employee on layoff shall have the right to apply for any vacant posted position in accordance with the provisions of the agreement.

F. Recall from Layoff:

1. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

G. Restoration to positions from which demoted. . . employees to be restored to positions from which they had been displaced shall be given five (5) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent eligible lists.

H. Effective upon the date of the execution of this Agreement and prior to the expiration thereof, no existing or newly hired unit employee will be terminated or laid off from unit work due to the City's contracting or sub-contracting of unit work. The City retains the right and authority hereunder to contract or sub-contract units work so long as no such existing or newly hired unit employee is displaced thereby.

ARTICLE XVI – CALL-BACK AND EXCESS OVERTIME REST PERIODS

- A. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of one and one half (1 ½) times his/her regular rate.
- B. Any employee who works sixteen (16) hours, inclusive of lunch period and breaks, within a twenty-four (24) hour period shall be granted fatigue time.

Employees shall be guaranteed a minimum of four (4) hours of rest or off-duty time between the end of any sixteen (16) hours of work and the time the employee shall be required to report for duty on such next regularly scheduled work shift. During an emergency situation such as water main break, sewage stoppage, snow and ice removal, etc., the Employer can require the employee to remain on the job until the job is completed and the four (4) hour rest period must then be taken before the end of the work day or the employee shall be paid for the time at a straight rate. **There shall be no banking of fatigue time.** Should the emergency job be completed near the beginning of the work shift with the mutual consent of the employee and the Employer the four (4) hour rest maybe deferred until the hours before the close of the work shift. If the overtime assignment is completed before the beginning of the regular shift, the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his/her regular rate of pay for each hour of such four (4) hour rest of off-duty period, which falls between the commencement of his/her next regularly scheduled work shift and the hour that such employee is required to report thereupon of the work shift. If the overtime assignment is completed before the beginning of the regular shift, the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his/her regular rate of pay for each hour of such four (4) hour rest or off-duty period which falls between the commencement of his/her next regularly scheduled work shift and the hour that such employee is required to report thereupon.

- C. The City, by department, shall exhaust the overtime list wherever possible in assigning call-back time. After exhausting such overtime list, then the employee contacted for emergency call-back is expected to appear from duty when emergencies shall consist of snow and ice control operations, main breaks and other situations that require immediate attention.

- D. The Union, AFSCME Local 290 and City Administration agree to adopt the following call-out plan for Crew Chiefs, effective March 1, 1985.

Crew Chiefs will be on a seven-man call-out rotation basis providing there is a full complement of Crew Chiefs and Superintendents.

Crew Chiefs will receive compensation at time and one half (1 ½) their regular salary when actually called out to perform duties. Additionally, extra compensation of four hundred and fifty dollars (\$450.00) will be paid annually on the first pay of the month of December, Persons removed from call-out for whatever reason shall receive this pay on a prorated basis.

Crew Chiefs who actually work call-out will receive four (4) hours of fatigue time provided they have worked eight (8) call-out hours or more. Fatigue time shall be taken on Friday of the week the call-out is worked.

#### ARTICLE XVII – PAYMENT OF BACK PAY CLAIMS

- A. Back wages will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.
- B. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her proper pay rate.

#### ARTICLE XVIII – DISCIPLINE AND DISCHARGES

- A. It is understood that the intent of disciplinary action shall be corrective in nature. Upon the employee's request the Union Steward or representative shall be present when disciplinary action is issued. Disciplinary actions or measures shall include the following:
  - ... Oral reprimand
  - ... Written reprimand
  - ... Suspension (notice to be given in writing)
  - ... Discharge
- B. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee of the City of Inkster. It is understood that any of the aforesaid disciplinary actions or measures may be imposed by the City on an employee depending upon the severity of the employee's conduct.

- C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. The employee, upon being confronted with a reprimand, is required to acknowledge notice of said reprimand by his/her signature. The signature of the employee on a reprimand is not to be construed as his/her agreement with the charges but is to be considered only that he/she has knowledge that such a reprimand is in existence.
- E. The City shall not discharge any employee without just cause except for new hires during their probationary period. If, in the case the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairperson of the Bargaining Committee will be notified, in writing, that the employee has been suspended and is subject to discharge.
- F. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure.
- G. Copies of all disciplinary action shall be provided to appropriate Union Steward or Union Representative.
- H. In imposing any discipline on a current charge, the Employer cannot base its decision on any prior infraction of the City rules and regulations which occurred more than eighteen (18) months previously.

I. VIOLENCE IN THE WORK: The City and the Union agree to work closely together to decrease and eliminate instances of personal conflict in the work place which lead to arguments, sexual and racial harassment and discrimination and can lead to uncontrolled anger and violence. While the parties acknowledge that such conflicts seem to be on the increase in society at large, they agree that such behavior will not be tolerated in the work place by either party.

The parties agree that current efforts being taken by the City to schedule all employees for diversity and sexual harassment training are necessary and helpful in curbing the behaviors cited above and should be continued.

## ARTICLE XIX – HOLIDAY PROVISIONS

A. Paid holidays per year, for the duration of this contract, shall be:

New Year's Day  
Martin Luther King's Birthday (January 15<sup>th</sup>)  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Full Day After Thanksgiving Day  
Good Friday  
Christmas Eve  
Christmas Day  
New Year's Eve  
Employee's Birthday  
One Floating Holiday may be taken, upon request, with the approval of the supervisor.  
Three (3) Personal Days (credited on July 1<sup>st</sup> of each year).

When a holiday falls on a Saturday or Sunday, *Friday and Monday respectively will be used as the holiday.*

B. Payment for holidays heretofore agree upon shall be paid in the same manner as though worked and at the regular rate of pay provided:

That the employee shall have been eligible for full compensation on there regularly scheduled work shift prior to and after the holiday; such prior to or after compensation having been for:

Regular work shift attendance or paid leave such as vacation, sick, bonus (personal), jury service or emergency and funeral.

An employee whose sick leave days are exhausted and who works the day before or after the holiday shall receive pay provided said employee properly notifies the Employer of the illness and submits fair evidence of the need for the day off of illness.

C. The City of Inkster and AFSCME Local 290 agree that Martin Luther King's Birthday will be celebrated on the Federal Holiday in January as long as it exits as a Federal Holiday, otherwise it will be celebrated on January 15.

## ARTICLE XX – DISABILITY LEAVE

### 1. Duty Disability Leave

- a) A “Duty Disability Leave” shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers’ Compensation Act.
- b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury; however, minor to his/her immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid, in writing.
- c) Employees on duty disability leave shall not accrue sick leave and shall cease to accrue benefits after fifty-two (52) weeks of disability leave.
- d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
  - (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers’ Compensation for employees injured on the job by the difference between Workers’ Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers’ Compensation injury.
  - (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll and separate from Workers’ Compensation payments. The employee’s seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee in which the City is the intermediate holder (credit Union, dependent-student hospital/medical payments) shall also be continued.
  - (3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers’ Compensation and their normal weekly net earnings to the extent of accrued sick leave only.
- e) Benefits provided for in this section apply only to seniority and probationary employees.

## 2. Non-Duty Disability Leave

- a) A leave of absence without payment from the City required as a result of the employee incurring a non-duty illness or injury while in the employ of the City.

Eligibility – Full-time permanent salaried employees not yet age 70. New employees covered on the first of the month following employment. All qualified employees must participate.

- b) The City will secure group insurance coverage to provide employees with income protection during the period of their disability.

- c) Coverage to be provided is:

(1) Short term – 13 week S/A with 60% of weekly base salary up to a maximum of \$350.

- (a) Effective date for new coverage to be no later than the 1<sup>st</sup> day of the second month following ratification of this contract.

- (b) Copy of policies will be supplied to the Union steward upon request.

- (c) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

- (d) City and employees to share premium cost on a 50/50 basis.

(2) Long term – 91<sup>st</sup> day to age 70 with 60% of monthly base salary up to a maximum benefit of \$1,300.

- (a) Effective date for new coverage to be no later than 1<sup>st</sup> day of the second month following ratification of this contract.

- (b) Copy of policies will be supplied to the Union Steward upon request.

- (c) Monthly benefits under LTD for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in normal duties due to sickness or accidental bodily injury. If the employee is certified by a qualified physician as being unable to engage in any qualified occupation for which he/she is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.

- (d) City and employees to share premium cost on a 50/50 basis.

- (e) Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and Employer sponsored benefits.

- (f) Under LTD benefits no evidence of insurability will be required.

- (g) Maximum duration – sickness and accident to age 70.

- (h) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: eight (8) days illness in short-term policy and 90 day elimination in long term policy.

Those persons that have been maintained on LTD by the City under the expired contract will continue to be maintained without any reduction in benefit levels.

3. AMERICANS WITH DISABILITIES ACT (ADA): *This contract shall be in compliance with the Americans with Disabilities Act (ADA), as amended.* 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. The City and Union will meet as necessary during the term of this contract to discuss and reach an agreement regarding any specific problems which may arise in complying with the ADA.

## ARTICLE XXI – EMERGENCY AND FUNERAL LEAVE

- A. In the case of serious illness in his/her immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager.
- B. “Immediate Family” as applied to Section A is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents and legal guardian or have legal guardianship of.
- C. Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency may be granted as an advance in sick leave accumulation upon the approval of the City Manager.
- D. In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the family, upon the recommendation of the immediate supervisor and approval of the City Manager. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one (1) day of funeral leave shall be allowed for travel.
- E. “Immediate Family” as applied to Section D is defined as wife, husband, child, brother, sister, brother and sister-in-law, parent and parent-in-law, grandparents and legal guardian or have legal guardianship of. Funeral leave for immediate family is not chargeable to sick leave credits.
- F. Should a death of his/her immediate family occur while an employee is on a scheduled vacation leave, with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to use accrued vacation time in lieu of accumulated sick leave.
- G. If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to use accrued vacation time in lieu of accumulated sick leave.
- H. Subject to the discretion of the Supervisor, the City will allow up to four (4) employees who wish to attend the funeral or serve as a pallbearer at a funeral of a fellow employee or former employee who will be paid during the time they must be off the job not to exceed eight (8) hours. Other employees may attend the funeral subject to the discretion of the City Manager, but will not be paid for the time they must be off the job which time shall not exceed eight (8) hours.
- I. Additional leave may be granted in special cases subject to the approval of the City Manager.

## ARTICLE XXII – JURY LEAVE

Any regular employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.

## ARTICLE XXIII – LEAVE OF ABSENCE – WITHOUT PAY

- A. Department Heads may grant leaves of absence without pay to regular employees for periods up to sixty (60) working days. Leaves in excess of sixty (60) working days must be approved by the City Manager.
- B. A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- C. Employees shall request such leaves of absence, in writing, well in advance of the date so desired; however, the City Manager may make exceptions in emergency situations.
- D. No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days, the employee may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.

## ARTICLE XXIV – MATERNITY LEAVE

- A. A pregnant woman shall be entitled to a leave of absence in accordance with her doctor's recommendation, not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt the written notification, to her former position, if she returns to work within four (4) months after delivery. If the employee does not return to work within four (4) months after delivery, but within the one (1) year maternity leave period, employee shall, within two (2) weeks of written notification, be reinstated to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave. Further, both parties agree that they shall conform to the law as it exists during the term of the contract.

- B. There shall be no accrual of seniority for an employee on leave of absence that exceeds the employee's seniority at time of leave outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- C. Employees on maternity leave shall receive the following paid benefits:
- Hospitalization - LTD Premium
  - Life Insurance - Use of any Accrued Vacation and Sick Leave
- D. Upon employee's request, a child care leave of absence without pay shall be granted to an employee. Such leave shall commence upon expiration of maternity leave, or upon providing the Employer with proof of a newly adopted child, or upon submission to the Employer of proof of the birth of one's child. Such leave shall not exceed four (4) months. Upon return from a childcare leave, the employee shall be reinstated to the position held at the time the leave was granted.

#### ARTICLE XXV – MILITARY LEAVE

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty. *The City and Union will comply with the Uniform Services Employment and Reemployment Act (USERRA).*

#### ARTICLE XXVI – SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

- A. The amount of sick leave shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed ninety (90) days for any employee. All days in excess of ninety (90) days are to be bought out by the City at a rate of forty (40%) percent of their current June 30<sup>th</sup> wage rate payable the 1<sup>st</sup> payroll in December. No payout for any one employee will exceed twenty-five hundred dollars (\$2,500) in one year. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he/she have completed his/her probationary period at which time he/she shall be credited with the number of hours he/she will have earned during his/her probationary period of service. Except for job-incurred disabilities,

an employee who has not served his/her probationary period of service credit for a month worked for every month in which he/she worked or received compensation for fifteen (15) work days of that month as is current practice.

- B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulating sick leave credit shall be converted to hours that would have been earned on the new work week schedule.
- C. A certification of illness or injury from a physician of the City's Manager's choosing, at the City's expenses may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- D. The City Manager will grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days provided that the City Manager or Personnel Director receives a certificate of incapacity to work from a recognized certified physician.
- E. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the City for prior approval, if possible and shall be accompanied by a physician's certificate supporting said requests. The City Manager or Personnel Director reserves the right to require medical examination from a City designated physician and may require further medical reports from time to time on all sick leaves in excess of ninety (90) calendar days.
- F. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.
- G. Any employees who become ill and unable to report to work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his/her particular shift on the first day of his/her absence unless other reporting agreements are made between the employee and his/her department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.
- H. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.

When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed three (3) years or his/her seniority, whichever is less. If at the end of that time, employee is still unable to return to work, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he/she has completely recovered and has a doctor's statement to that effect subject to City physical examination and approval and provided further, that a position is available in accordance with his/her seniority.

- I. Upon retirement, an employee, or upon death the employee's estate, shall receive cash payment at his/her currently daily regular rate of pay, excluding premium rates for 100% of his/her accumulated sick time, but

not to exceed ninety (90) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.

- J. Employees who do not use more than five (5) days sick leave and/or leave without pay per year, shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least twenty-four (24) hours notice.
- K. During any period an employee is off on a medical leave of absence, medical and life insurance will be continued in full force by the Employer as the group rate for a period not to exceed ninety (90) days.

ARTICLE XXVII – VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- A. All regular employee with more than six (6) months, but less than one (1) year seniority at the end of the fiscal year, shall receive a pro-rata vacation at the rate of 12 days per year. Regular employees with more than one (1) year seniority, the following schedule shall apply which shall be computed on a fiscal year basis:

	<u>Days Per</u> <u>Month</u>	<u>Days Per Year</u>
Beginning 2 <sup>nd</sup> year of seniority	1.00	12
Beginning 4 <sup>th</sup> year of seniority	1.08	13
Beginning 7 <sup>th</sup> year of seniority	1.33	16
Beginning 10 <sup>th</sup> year of seniority	1.50	18
Beginning 15 <sup>th</sup> year of seniority	1.75	21
Beginning 19 <sup>th</sup> year of seniority	1.83	22
Beginning 21 <sup>st</sup> year of seniority	1.92	23

Effective on July 1, 1997, the following schedule shall apply which shall be computed on a fiscal year basis:

	<u>Days Per</u> <u>Month</u>	<u>Days Per Year</u>
Beginning 2 <sup>nd</sup> year of seniority	1.00	12
Beginning 4 <sup>th</sup> year of seniority	1.08	13
Beginning 6 <sup>th</sup> year of seniority	1.17	14
Beginning 7 <sup>th</sup> year of seniority	1.42	17
Beginning 10 <sup>th</sup> year of seniority	1.50	18
Beginning 15 <sup>th</sup> year of seniority	1.75	21
Beginning 19 <sup>th</sup> year of seniority	1.83	22
Beginning 21 <sup>st</sup> year of seniority	1.92	23
Beginning 26 <sup>th</sup> year of seniority	2.00	24

No employee shall lose any vacation benefits during the term of this contract as a result of changes in this subsection.

On April 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30).

- B. Employees shall receive credit for a month worked for every month in which they work or receive

compensation for fifteen (15) work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

- C. A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he/she completes his/her probationary period retroactive to the start of such probationary period.
- D. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the City Manager.
- E. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained.

Employees will be given preference according to City-wide seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

- F. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one (1) calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third week of vacation leave earned by ten-year service employees shall be at the discretion of the department head so that such third week schedule does not conflict with vacation leave requests of employees with less than ten (10) years service.

HALF DAY VACATION IN DPS : The City Administration agrees to be more relaxed on approving DPS vacation schedules in ½ day increments while still maintaining a satisfactory workforce. The City and the Union agree to meet six (6) months after ratification to discuss any problems.

The City agrees that AFSCME DPS employees may request one-half day vacations when forty-eight (48) hours notice is given in writing for that request. The approval of such request will be at Management's discretion. The one-half day request must be the first four (4) hours or the last four (4) hours of the work shift.

- G. Employees shall be entitled to vacation pay in any of the following instances:
  - 1. Any regular employee, who gives proper notice (ten working days) regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time, as of date of separation.
  - 2. Any regular employee who is placed on indefinite layoff or separated from the City, shall be paid his/her accrued and unused vacation time.
  - 3. Any employee who has served six (6) months, but less than one (1) year with the City and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum

not to exceed the ten (10) days, paid to him/her at the time he/she leaves the City to enter Military Service.

4. By mutual agreement between the City Manager and the employee, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay. Such agreement shall be reduced to writing.

H. Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If an employee separates himself/herself from the City by reason of absence without leave.
2. If an employee fails to give at least ten (10) working days notice in advance of termination date.
3. If a probationary employee leaves the employ of the City before completing his/her probationary period.

#### ARTICLE XXVIII – HOSPITALIZATION INSURANCE

- A. The City will provide hospitalization insurance for the employee and their family. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% paid by the City. However, employees who retire after 6/1/97 shall be granted a freeze on the dollar amount of their portion of health insurance premiums as of the date of retirement and any increase in said premiums which may be imposed after retirement shall be borne by the City.
- B. The City shall provide coverage equal to or better than described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.
- C. Coverage of the employee's family shall include the employee, spouse and children under age 18.
- D. Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixty (60) days after the date of signing this contract.
- E. Effective January 1, 2000-Prescription Co-Pay from \$2.00 to \$5.00 Annual Deductible: Single from \$50.00 to \$100.00, Two/Family from \$100.00 to \$200.00.
- F. Effective upon ratification and for the duration of the Agreement, the City agrees to continue to provide the PPO Plan with a \$5.00 preferred prescription drug rider for generic and \$10.00 preferred prescription drug rider for non-generic for those employees currently enrolled in the plan. For all other employees, the City agrees to provide a choice of BSBSCMM-100 plan or up to two (2) HMO's for eligible employees subject to the provisions set forth in the article.
- G. Effective 2/15/07, the prescription drug co-pay shall be increased to \$10 for generics/\$20 for Brand. (Employees can use the mail-in option for maintenance drugs with co-pay for 3 month supply.)

**(H) - HAP will continue to be offered at no cost to the City employee. If HAP goes out of business, another HMO equal to the current coverage will be offered at no cost to the employee. Employees choosing to remain with Blue Cross will have a monthly fee deducted from their paycheck (\$184.36 single; \$399.37 2-person; \$529.32 family). This deduction will begin upon ratification of the contract. Premium sharing will adjust accordingly to cost during the term of the agreement equaling the amount of increase above that of the HMO coverage. The next adjustment will take place June 2011. HAP shall continue to be offered at no cost to bargaining unit members. There are no changes to the current**

**prescription and co pays currently in place. (EMPLOYEES WILL BE GIVEN A THIRTY (30) DAY WINDOW TO TRANSFER TO HAP, PRIOR TO THE DEDUCTION).**

#### ARTICLE XXIX – LIFE INSURANCE

1. The City shall contribute the full cost of providing term life insurance to all regular employees in the amount of Twenty Thousand Dollars (\$20,000) value upon the death of said employee. One Thousand Dollars (\$1,000) of the additional life insurance coverage shall be provided for employees whose salaries exceed Twenty Thousand Dollars (\$20,000) in increments of One Thousand Dollars (\$1,000).
2. This insurance shall include double amount of coverage for accidental death and dismemberment.
3. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employee with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of Five Thousand Dollars (\$5,000).

#### ARTICLE XXX – UNION BUSINESS

- A. Regular employees elected to any Union office may, at the discretion of the City and upon written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union. Leaves granted for Union officers shall be without pay written request from Union for such leave must be submitted to the City Manager at least thirty (30) days prior to the starting date of said requested leave of absence. Two representatives of the Union, elected as Local Union delegates to conversion shall be granted five (5) day a year with pay. Also, two (2) Union representatives may be granted three (3) days a year with pay to attend Union functions within a Two Hundred (200) mile radius from the City of Inkster.
- A. Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted to leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the City Manager upon written request of the Union.
- B. Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interests of the City by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he/she will return to this original position upon return of the employee on such leave of absence for Union business.
- C. Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- D. The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.
- E. Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the City Manager, and if denied, shall be subject to a Special Conference.

#### ARTICLE XXXI – SAFETY COMMITTEE

A Safety Committee of employees and Employer representative is hereby established. This committee will include two (2) representatives of the Union and two (2) Employer representatives as designated by the City Manager and shall meet generally once a month at the request of either party during the regular working hours, for the purpose of making recommendations to the City Manager.

The Safety Committee shall prepare rules regarding procedures to be followed in processing complaints regarding unsafe equipment and/or work methods. Employees shall not be held responsible for equipment which has been reported to the foreman as mechanically defective. The Employer will develop a safety program which will include the close inspection and repair by qualified personnel of all equipment.

#### ARTICLE XXXII – SPECIAL CONFERENCES

- A. Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within five (5) working days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be requested by not more than three (3) persons at special meetings.
- B. The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour (1/2) hour immediately preceding a meeting for which a written request has been made.
- C. Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

#### ARTICLE XXXIII – BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of Union in a non-public area of related public buildings mutually agreed upon by the Union and the City Manager. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, Union elections and results and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other location other than as designated.

#### ARTICLE XXXIV – UNIFORMS

- A. All employees who are presently receiving uniforms, i.e., Ordinance Officers, Animal Warden, Public Housing maintenance employees will continue to receive uniforms as they presently received.
- B. Employees in classifications that receive Uniform Allowance shall serve as reimbursement for purchase, maintenance and replacement of uniforms as required under the departmental rules and**

**regulations. This allowance will be paid in full the 1<sup>st</sup> pay in October. New permanent employees shall receive a uniform allowance prorated over the amount of time left in the year in which they entered the department. The initial preferred uniform shall be light blue shirt and navy blue work pants with boots. An acceptable logo on the shirt and cap will be permitted, provided all outfits are uniform. Enforcement of the uniform provision in the contract is essential to assuring employees appearance is acceptable when representing the City in their work capacity. Uniforms will be in compliance with MIOSHA requirements. The reimbursement will be \$600.00 per year. Retroactivity to October 2010.**

If an employee terminates their employment during the year, they shall return their unearned prorated share of the uniform allowance.

ARTICLE XXXV – JOB CLASSIFICATION AND PAY PLAN

- A. City employees covered by this contract are assigned to classification titles and pay grades:  
1. Table I indicates the classification titles together with their pay grade assignment.

An employee promoted from one classification to another which holds a higher pay grade will advance to the step of the new pay grade which conforms to his/her seniority in the City service and will advance from such step to maximum in such promotional grade in accordance with such City seniority.

**The MML Study will be implemented effective upon the ratification of both parties. No employee will have their current salary reduced as a result of this implementation. Movement in the MML Chart IS NOT AUTOMATIC. STEP INCREASES BEYOND JULY 1, 2011, WILL HAVE TO BE NEGOTIATED.**

**Effective July 1, 2011 all members in the bargaining unit will move up one step in the study WHO ARE NOT AT MAXIMUM.**

**PAY RANGE**

**7-1-2009           0% Wage Increase**

**7-1-2010           0% Wage Increase**

**Effective upon ratification, tentative agreement implementation of the MML Study, at which time a step adjustment to the next step will occur.**

**7-1-2011   Step adjustment to the next step. Steps are not automatic. No steps beyond the term of this contract unless negotiated.**

**7-1-2011                   Wage-Opener**

PAY TITLE AND GRADES

Junior Accountant Position / Clerical Position – Fire Department

1. The position of Junior Accountant will not be included in the Bargaining Unit. Should the position of Junior Accountant become vacant, members of the Bargaining Unit who meet the qualifications shall be given preference over new hires.
2. A clerical position in the Fire Department will be established and negotiated with the Union.

PAY TITLE AND GRADES

Table I

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
CLERK TYPIST	1
CUSTODIAL	1
PARK MAINTENANCE I	1
PARK MAINTENANCE II	2
SECRETARY I	2
ACCOUNT CLERK	3
SECRETARY 2	3
ANIMAL CONTROL OFFICER	4
EQUIPMENT OPERATOR I	4
WATER/SEWER UTILITY PERSON	4
WATER METER SERVICE	4
WATER/SEWER MAINTENANCE	4
CODE ENFORCEMENT OFFICER	5
SENIOR UTILITY OPERATOR	5
SIGN PAINTER/MAINTENANCE	5
UTILITY EQUIPMENT MECHANIC	6
CREW CHIEF	7

## MML CLASSIFICATION AND SALARY COMPENSATION STUDY

Table II

Grade	Minimum	Step 2	Step 3	Step 4	Maximum
1	27,273	28,636	30,000	31,363	32,727
2	29,545	31,022	32,500	33,977	35,455
3	31,591	33,170	34,750	36,329	37,909
4	33,864	35,557	37,250	38,943	40,636
5	35,455	37,227	39,000	40,772	42,545
6	37,727	39,613	41,500	43,386	45,273
7	40,000	42,000	44,000	46,000	48,000

### ARTICLE XXXVI – PAY CHANGES

- A. Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.
- B. Definitions for purpose of this Article:
1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
  2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
  3. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
  4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
  5. Salary Step Increases shall mean an increase in compensation to the next higher step in the same pay range.
  6. Acting Assignment shall mean an assignment for a limited period not to exceed thirty (30) consecutive days. The Acting Assignment may be extended beyond thirty (30) days by a mutual consent agreement between the Employer and the Union.

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- C. Anniversary dates for pay change purposes:

Establishment:

1. Original Employment and Re-employment: The date one (1) year after the beginning of the

probationary period and the corresponding date each year thereafter.

2. Promotion: The date one (1) year after the beginning of the probationary period and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
6. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.

D. Compensation Determinations:

1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.
2. Employees on acting assignment to a higher position class shall be paid after seven (7) days at the salary step the employee is being paid at before such acting assignment is made.
3. Transfers: An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
4. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

E. Effective Date of Changes in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE XXXVII – LONGEVITY PAY

A. Longevity Pay will be paid to employees according to the following schedule based on the service as an employee of the City of Inkster.

After Three (3) years service	\$75.00
Four (4) to Five (5) years of service	\$75.00 + \$20 each year=\$115.00
Six (6) years of service	\$75.00 + \$25 each year=\$140.00
Seven (7) to Twelve (12) years service	\$75.00 + \$30 each year=\$170; \$200; \$230; \$260; \$290; \$320
Thirteen (13) to Twenty (20) years service	\$75.00 + \$35 each year=\$355; \$390; \$425; \$460; \$495; \$530; \$565; \$600

Maximum Total = \$650.00

B. Longevity Pay will be paid once a year in July for employees eligible for longevity on November of 1961 and on the anniversary date for all employees thereafter.

This schedule becomes effective as of July 1, 1986.

#### ARTICLE XXXVIII – CREDIT UNION SERVICE DEDUCTION

All credit union payroll deductions shall be transmitted to the credit unions within seven (7) calendar days of the payroll deduction.

Furthermore, employees may only amend their credit union deductions five (5) times per year.

#### ARTICLE XXXIX – PENSION PROGRAM IMPROVEMENT

A. Normal Retirement Income – Amount: Effective on and after July 2000, the yearly amount of such participant's normal retirement income will be equal to 2.50% of the Participant's Final Earnings multiplied by the number of the employee's years of credited service.

B. Effective July 1, 1998, the amount of each participant's contribution shall be increased from 3% to 5% of earnings for the above improvement.

- C. Credited Interest: For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five percent (5%) per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.
- D. The City of Inkster adopts an early retirement program for all programs for all AFSCME Local 290 Bargaining Unit employees under the following terms and conditions:
1. That any Union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age with the City, shall be eligible, at his/her option, for early retirement option shall become effective on January 1, 1998.
  2. That any Union employee who is a member of the general retirement system of the City of Inkster that has a minimum of twenty-six (26) years of service with the City and twenty-five (25) years participation within the pension program shall be eligible, at his/her option, for retirement. That the aforesaid early retirement option shall become effective upon ratification of this Agreement.
  3. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half (1/2) of one percent (1%), for each month by which the retirement date.
  4. All provisions regarding the early retirement program are subject to the provisions of the Income Retirement Plan as prepared by the City's pension program administrators.
  5. The above improvements are made without increase in the employees contribution rate.
- E. Effective July 1, 1998, service after participant's normal retirement date, in excess of three (3) years, will not be excluded from credited service.
- F. Effective July 1, 1989, in case of death of a Union member who has a minimum of ten (10) years of vested participation in the pension plan, the employee's spouse shall at his/her option, elect to collect 50% of the deceased employee's vested pension. This benefit at normal retirement age of the deceased employee.
- G. A "Me Too" clause for pension improvements provided to any employees in the general employee's pension fund, shall be provided to members of this Bargaining Unit as well.

The above improvements are made without increases in the employee contribution rate.

## **DEFINED CONTRIBUTION PLAN**

Effective upon ratification of this Contract (December 20, 2010), new hires and current employees not currently in the City's Defined Benefit Plan will no longer be eligible for the Defined Benefits Pension Plan currently in effect for city employees. New hires and Employees not in the City's Defined Benefit Plan will be eligible to participate in a Defined Contribution Plan with a ten (10) year vesting (as outlined in the October 21, 2009 Management Proposal). Permanent employees who have been employed with the City of Inkster more than one year, but have not joined the Defined Benefit Plan for whatever reason will no longer be eligible to join the Defined Benefit Plan. Permanent employee(s) who have been employed less than one (1) year of service with the City of Inkster will be eligible to participate in a Defined Contribution Plan and the City of Inkster will pay the City portion, 3 for 1 match, based upon the number of months the employee(s) have to complete one year of service with the City. The employee must join the Defined Contribution Plan effective upon the City 3 for 1 match contribution.

Employees will be able to put up to 5% of their salary into the Defined Contribution Plan, with a 3 for 1 match from the City. Employees will be fully vested in the plan after 10 years. If the employee works at least three years, they would be eligible to receive 30% of the City contribution, as well as any money they put in the system; after five years, 50% of the City contribution, as well as any money they put in the system; after eight years 80% of the City contribution, as well as any money they put in the system; and after ten years, 100% of the City contribution, as well as any money they put in the system. If an employee leaves prior to two years, they will only receive their contributions. Employees will not be eligible for the City match unless they have worked three years (they will then be eligible for 30%).

## **GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) CHANGES**

GASB Changes will not apply to current seniority employees. The current language (as indicated in Article XXVIII (A)) will remain in effect. Retirees and their spouses who turn 65 will be required to sign up for Medicare Part A and B. City of Inkster agrees to pay 50% of Medicare cost and 50% will be paid by the retiree. The City of Inkster agrees to provide a Medicare complimentary plan equal to the plan benefits in place at the time of retirement.

### **Active Employees**

Employees choosing to "opt-out" of the City's health insurance coverage shall receive an annual payment of \$2500 (Individual or spouse) or \$4500 (2 person or family), depending on coverage level eliminated.

## **PENSION PROGRAM Health Provisions**

(I) - Effective upon ratification of this contract, new hires and probationary employees will no longer receive a retiree health care defined benefit plan. Instead, new hires and probationary employees will receive a retiree medical savings account, funded yearly at \$2,000, 100% vested after ten years of employment, and the city will pay any costs associated with the retiree medical savings account. New hires and probationary employees will be responsible for 100% of their retiree health care. The City of Inkster will not contribute to any retiree health care plan for this group.

(J) - Employees promoting from within the City of Inkster will continue to have the retiree health care Defined Benefit Plan.

**(K) - At retirement, employees qualifying for retirement benefits will also be provided coverage to their spouse and dependents at time of retirement. Spouses or dependents of retiree subsequent to retirement shall not be covered under the City's health care plan.**

ARTICLE XL – DENTAL INSURANCE

The parties agree that if any other unit in the City receives dental insurance benefits, then this unit shall also receive the same benefit.

ARTICLE XLI – COST OF LIVING

The parties agree that if any other unit in the City receives cost of living benefits, then this unit shall also receive the same benefit.

ARTICLE XLII – ADDITIONAL FRINGES

Improvement in or additional programs of medical and life insurance, made available to other Bargaining Units of this City shall be made available to AFSCME Local 290 of the City of Inkster and shall automatically be applied to this unit.

ARTICLE XLIII – FAMILY MEDICAL LEAVE ACT (FMLA)

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. It is further understood the FMLA does not affect an Employer's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan. The FMLA will be calculated on a fiscal year.

ARTICLE XLIV - CITY OF INKSTER  
DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING  
PROGRAM AND POLICY STATEMENT

POLICY STATEMENT

*It is the policy of the City of Inkster to comply with the State and Federal Commercial Driver's License Law. The drug and alcohol testing program and policy will be implemented by January 1, 1996. Inkster*

*is committed to our workers' and citizens' safety and accordingly want to ensure that everyone works safely and provides a safe working environment for all.*

*Since drug and alcohol abuse is a problem that can affect everyone's safety, the Department of Transportation has issued a ruling for persons carrying a Commercial Driver's License (CDL) requiring the drug and alcohol testing described in this policy.*

*DEPARTMENT OF TRANSPORTATION APPLICATION*

*The following Department of Transportation (DOT) drug/alcohol testing program applies to Inkster applicants, employees, contractors or other personnel on the job site who perform operations and maintenance of equipment, emergency response functions, transportation and work requiring a CDL by the DOT. These individuals are considered to be performing "safety sensitive functions." Applicants for safety sensitive functions will be notified that they must pass a DOT drug screening prior to a position being offered.*

*GENERAL INFORMATION*

*All employees in positions requiring a CDL will be furnished a copy of this policy.*

*Employees will be tested for the following drugs:*

- 1. Marijuana*
- 2. Cocaine*
- 3. Opiates*
- 4. Amphetamines*
- 5. Phencyclidine (PCP)*
- 6. Alcohol Level*

*Time for testing shall be deemed as work time for the purpose of compensation and benefits.*

*Employees who test positive will be referred to the City Employee Assistance Program (EAP) for an evaluation by a substance abuse professional. Employees who engage in any conduct prohibited by the DOT rules on drugs and alcohol shall be advised of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances.*

## H. Department of Transportation (DOT) Drug/Alcohol Testing

### A. Definition

1. *Pre-Placement: All internal and external applicants must pass a drug test before they can perform work in any of the safety sensitive positions.*

*No employee may perform safety sensitive work for the City unless the individual has passed a drug/alcohol screening test or is covered by an anti-drug/alcohol program that conforms to the requirements of the law.*

2. *On Duty Use: The Department of Transportation prohibits a safety sensitive employee from using drugs or alcohol while performing safety sensitive functions.*

*The Employer having actual knowledge that a safety sensitive employee is using drugs or alcohol while performing safety sensitive functions shall not permit the employee to perform or continue to perform safety sensitive functions.*

3. *Pre-Duty Use: The Department of Transportation prohibits a safety sensitive employee from using drugs/alcohol within four (4) hours prior to performing safety sensitive functions, or if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty.*

*The Employer having actual knowledge that a safety sensitive employee has used drugs or alcohol within four (4) hours prior to performing safety sensitive functions or within the time period after the employee has been notified to report to duty shall not permit that employee to perform safety sensitive functions.*

### B. Violations

*External applicants who fail the screening test will be ineligible for employment consideration with Inkster.*

*Internal applicants for safety sensitive positions who fail the screening test will be subject to the appropriate corrective action.*

## Random Drug/Alcohol Testing Policy

### C. Definition

*The selection of those to be randomly tested will be done by an outside agency which has experience and by a scientific valid method in random sampling. The program is designed so that there is a random testing rate of 50% drug and 25% alcohol of the total covered consortium population per year. When a test is to be given, the agency will provide the Employee I.D. numbers of those to be tested to the Personnel Manager, who in turn, will identify the employees by name and notify the appropriate supervisor for scheduling. Random testing will be unannounced.*

*The random selection process will be administered so that an individual completing a test at any given time will be immediately eligible for a selection in another unannounced random test.*

*Testing will be administered on varying weeks of the month, days of the week and times of the day.*

*The random pool will include all employees that perform work in any of the safety sensitive positions and those employees required to have a Commercial Driver's License.*

*Additionally, any employee subject to DOT drug/alcohol testing who is randomly selected for a test twice during the same absence from work must be tested before he/she can be returned to a safety sensitive position. Pending the receipt of the testing results, the affected employee will remain at his/her position.*

### D. Violation of Random Testing Policy

- 1. If an employee refuses to take a random drug/alcohol test or in some way attempts to avoid a random test, the employee will be informed by his/her supervisor that failure to take the test will mean a "positive" drug test and he/she will be subject to the appropriate corrective action being taken. Union employees will be provided with Union representation. It shall be the policy of the City of Inkster that employees who violate the provisions of this policy or the implementing procedures will be subject to the appropriate corrective action, up to and including discharge.*
- 2. Employees who are tested on a random basis and whose test reveals the use of the listed drugs and/or an alcohol level of 0.02 and above, will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.*

## DOT Post Accident Criteria

E. *A qualifying accident shall be defined as:*

- 1. Anytime there is a fatality involved.*
- 2. Anytime there is medical care or towing and a citation is issued to the employee.*

F. Violations of DOT Post Accident

*In the event the employee involved in a qualifying accident as defined above tests positive for drugs or alcohol, the employee(s) will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.*

## II. DOT CDL Reasonable Suspicion Testing

A. Definition

*The City will require an employee to be tested when the employee's conduct has given rise to a reasonable suspicion that the employee is under the influence of drugs or alcohol. The decision to test must be based on specific observations, concerning the appearance, behavior, speech or body odors of the employee or other physical behaviors or performance indicators of probable drug or alcohol use.*

*The required observations for drugs or alcohol shall be made by a supervisor or City Administrator(s) trained in accordance with this part.*

B. Violations

*Any employee who fails to complete and sign the donor section of the drug custody form and employee section of the breath and alcohol form will be subject to the appropriate corrective action. (See attached approved forms)*

*If an employee tests positive for drugs or alcohol as a result of reasonable suspicion under this policy, the employee will be removed from the safety sensitive position immediately and the appropriate corrective action will be taken.*

## III. Prescribed Procedure for Drug and Alcohol Testing

A. Definition

*The prescribed procedure for drug testing by urinalysis and alcohol testing by breath alcohol test (BAT) will be established by the City designated medical testing authority and determined by the Medical Review Officer.*

### Method of Testing

*Alcohol testing will be done using evidential breath testing equipment. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration, a screening test and a confirmatory test if the screening test measures 0.02 or above. The tests shall be performed by a trained Breath Alcohol Technician (BAT), who will be responsible for certifying that the test result was negative or positive.*

*Controlled substance tests will be done using a split sample urine collection procedure. Test samples are collected under the supervision of trained collectors and sent to a Department of Health and Human Services (DHHS) laboratory for analysis. Appropriate chain of custody is certified throughout the process. All tests will be conducted in accordance with applicable Regulations published by the Department of Transportation in a manner allowing individual privacy, unless there is a reason to believe that a particular individual has altered or substituted the specimen provided.*

*The results of any controlled substance test and records related to the testing procedure will be made available to the individual tested upon written request. The results of the tests are reviewed by a Medical Review Officer (MRO) who is a licensed physician who has knowledge of substance abuse disorders. If the tests are positive, the individual tested will be given the opportunity to discuss the tests results with the MRO prior to the results being reported to the City. After notification of the MRO's final positive determination, the driver has 72 hours to request a test of the "split specimen" at another DHHA certified laboratory.*

*Per the DOT requirements, it is the policy of the City of Inkster that such split specimen be tested at another DHHS certified laboratory designed by the City or the employee. Per the DOT requirements, it is the policy of the City of Inkster that the charge for testing of the "split specimen," when requested by the employee, will be solely the responsibility of the affected employee and must be paid at the time of the request.*

### B. Violations

*Any employee who cheats, attempts to cheat or circumvents or attempts to circumvent the procedure for drug/alcohol test will be subject to the appropriate corrective action up to and including discharge.*

## IV. DOT Return to Duty Testing

*A. In the event that an employee is subsequently rehired or returned to duty for any reason after having violated any provision of this policy or applicable Department of Transportation regulations relating to the misuse of alcohol, the employee shall undergo a return-to-duty alcohol test before the employee may perform any safety-sensitive function. The test results must be below the level of 0.02 on the B.A.T.*

*B. In the event an employee is rehired or returned to duty for any reason after engaging in violation of this policy or applicable Department of Transportation regulations concerning controlled substance, the employee will be required to undergo a return-to-duty controlled substances test before performing any safety-sensitive function. The employee will be considered to have passed the test if the result indicates a verified negative result for controlled substances use.*

*C. Violation*

*The failure of an employee to pass a return-to-duty test for alcohol or controlled substances may result in the appropriate corrective action being taken.*

*V. DOT Follow-up Testing*

*In the event an employee is subsequently rehired or returned to duty for any reason after violating the provisions of this policy, the employee will first have to show that the employee has been evaluated by a substance abuse professional as provided under Department of Transportation regulations. The employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the evaluating substance abuse professional. Follow-up alcohol testing shall be conducted only just before, while, or just after the employee is performing safety-sensitive functions. The testing shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.*

*A. Understanding - It is the understanding of both parties in accordance with the State and Federal Commercial Driver's License Law and the Collective Bargaining Agreement in effect that:*

*B. The City shall reserve its management responsibilities in accordance with Article IV of the contract in implementing the stated policy; and*

*C. The Union shall reserve its right to file a grievance and all other rights of remedy on any matter beyond the law and/or any appropriate corrective action taken against its member(s) in the administration of this stated policy.*

*D. The City of Inkster will comply with all applicable laws and regulations regarding confidentiality of tests and test results.*

*E. The City of Inkster and/or its agent(s) will maintain required records and documents related to the administration of this program and will provide statistical information and required documents as instructed by the Department of Transportation.*

*F. For any DPS classification not requiring a CDL, the employee may opt in or out of the CDL pool on January 1<sup>st</sup> of each year. By December 1<sup>st</sup> of each year the employee must submit, in writing, to the Personnel Department their Statement of Intent.*

*G. The Employer will provide the Union with an updated list of employees in the CDL pool whenever the list changes.*

#### ARTICLE XLV– NOTIFICATION

The Union shall be notified, in writing, of all hiring of new employees within five (5) working days of the date of hiring. Such notifications shall include classification, rate of pay and name. Notification to be sent to the Chief Steward as directed by the Union.

#### ARTICLE XLVI – DURATION

This Agreement shall become effective as of the 1<sup>st</sup> day of July 1, 2009 and the terms and provisions thereof shall remain in full force and effective until the 30<sup>th</sup> of June 2012 and from year thereafter unless either party hereto shall notify the other, in writing, by April 1<sup>st</sup> prior to the expiration date of the Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement, shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Chief Steward, Inkster Chapter, Local 290, Staff Representative at AFSCME Council 25, 600 W. Lafayette, Suite 500, Detroit, Michigan, 48226, and City Manager at 26215 Trowbridge, Inkster, Michigan 48141 or to any such address as the Union or the City may make available to each other.

ARTICLE XLVII – EXTENSION

In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE CITY:

FOR THE UNION:

\_\_\_\_\_  
William Lawrence, Labor Relations Director  
City of Inkster

\_\_\_\_\_  
Jeanette DiFlorio, Full Service Staff  
AFSCME Council 25

\_\_\_\_\_  
Ann K. Capela, City Manager  
City of Inkster

\_\_\_\_\_  
Melvin Brabson, Staff Representative  
AFSCME Council 25

\_\_\_\_\_  
Daryl Davis, Chapter Chair  
AFSCME Local 290

\_\_\_\_\_  
Bettye Riley-Lee, Bargaining Team  
AFSCME Local 290

\_\_\_\_\_  
Jeff Arakelian,  
Bargaining Team  
AFSCME Local 290

\_\_\_\_\_  
Denise Williams, Bargaining Team  
AFSCME Local 290