

**AGREEMENT**

**between**

**CITY OF ROMULUS**

**and**

**TEAMSTERS LOCAL 214**

**Effective July 1, 2014 through April 1, 2018**

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THIS AGREEMENT, made and entered into, effective the 1st day of July 2014 by and BETWEEN the CITY OF ROMULUS, hereinafter referred to as the "EMPLOYER" and LOCAL UNION NO. 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION."

### PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

### ARTICLE I RECOGNITION - UNITY - SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by the Agreement and listed in the attached Appendix "A" and amendments thereto.

(a) Pursuant to, and in accordance with all applicable provisions of the Michigan Public Employee Relations Act, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

(b) All permanent hourly rated employees of the City of Romulus, excluding police and fire department employees, ordinance enforcement officers, dog warden, elected officials, appointed personnel or officials, Assistant Recreation Director, all full-time program employees and all part-time employees in the Recreation Department, Administrative Secretaries to the Mayor, City Council Secretary, City Clerk and City Treasurer's Secretary, Corporation Counsel's Secretary, Secretary to the Director of Purchasing, supervisors, as well as any and all legal assistants.

(c) The Union will represent all probationary employees whose classification falls within the bargaining units with respect to the wages and grievance procedures pursuant to the provisions of the Agreement. All temporary or seasonal employees shall not be subject to these provisions, unless such employment shall last longer than ninety (90) calendar days; however, this time limit shall not apply to Parks seasonal employees as described in Article 31. In the event such employment shall last longer than ninety (90) calendar days, the Employer shall notify the Union prior to the ninety (90) calendar day deadline, so that any extended period may be negotiated.

Section 2.

(a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in regard to such matters.

(b) Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he/she received equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

(c) If any provisions of this Article are invalid under federal law, the laws of the State of Michigan, or any provisions under the present Charter of the City of Romulus, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be re-negotiated for the purpose of adequate replacement.

(d) In the event that the Right to Work law which became effective in March 2013 is repealed by the Legislature or by referendum or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, Michigan Court of Appeals or a federal court, Article 1, Section 2 shall automatically revert back to the language in Article 1, Section 2 of the 2012-2014 collective bargaining agreement. In the event that the law is amended, the Union and the City shall negotiate whether this Article should be amended.

ARTICLE 2  
MANAGEMENT RIGHTS

Section 1. The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote,

discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules and job descriptions; to maintain order and efficiency; to determine the length of the work week; to accomplish the reduction of the work force for efficiency purposes; and to control, direct, and supervise all equipment, subject to the terms of this Agreement.

### ARTICLE 3 WAGES

Section 1. Attached hereto and marked Appendix "A," is a schedule showing the classifications and wage rates of the employees covered by this Agreement for the years July 1, 2014 through April 1, 2018.

Section 2. All employee paychecks will be direct deposited.

Section 3. Effective July 1, 2014, each full time employee on the payroll as of June 1, 2014, shall receive a signing bonus payment of One Thousand One Hundred Dollars (\$1,100) each, less applicable taxes and deductions.

On or before July 31, 2015, each full time employee who was hired prior to July 1, 2014, and on the payroll as of July 1, 2015, shall receive a signing bonus payment of One Thousand One Hundred Dollars (\$1,100) each, less applicable taxes and deductions.

On or before July 31, 2016, each full time employee who was hired prior to July 1, 2014, and on the payroll as of July 1, 2016, shall receive a signing bonus payment of One Thousand One Hundred Dollars (\$1,100) each, less applicable taxes and deductions.

These bonus payments will be processed and deposited separately from regular payroll deposits.

### ARTICLE 4 DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of an employee all dues and/or initiation fees of Local 214 and pay such amount deducted to said Local 214, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deduction and payments to the Local Union. For present regular employees, such payments shall commence with the first pay after thirty-one (31) calendar days following the effective and execution dates hereof, whichever is

later, and for new employees, with the first pay of the month after thirty-one (31) calendar days following the date of employment.

(a) The amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees for the first pay period of each month.

(c) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the City.

Section 2. Local 214 will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of actions taken by the Employer for the purpose of complying with Article 4 of this Agreement.

## ARTICLE 5 SUBCONTRACTING

Section 1. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion and recognize that most infrastructure improvement contracts require the use of outside contractors. When an infrastructure improvement project has been established, contracted, and awarded, regardless of the punch out time of bargaining unit employees, the contractor may continue work as to finish within the acceptable limits of construction time set within its specific contract with the City. In addition, when work that is associated as work typically performed by the skill set of bargaining unit employees is a portion of the contractor's contract, it shall not be construed that the work was removed from regular, or overtime bargaining unit work production, and shall not be grievable. Outside contractors shall not be employed if such employment would result in layoffs of City employees.

The City may, however, employ outside contractors without any restrictions if such employment is necessitated by an emergency. An emergency situation shall be declared by the department head in whose area it occurs and considered to involve conditions presenting a present or imminent substantial danger to the health, welfare, and/or safety of the public in which immediate preventative or corrective action is required. An emergency situation will be considered to last conclusively for the first twenty-four (24) hours after the declaration thereof and will remain in effect thereafter, so long as the danger is still present and cannot be eliminated without the use of non-city work crews.

Section 2 Notwithstanding any other part of this article, the parties agree to extend Appendix "E" Letter of Understanding – Grass Cutting, to April 1, 2018.

**ARTICLE 6**  
**EXTRA CONTRACT AGREEMENTS**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees or any individual employees in the unit covered by this Agreement.

This does not preclude the adoption of Civil Service rules and regulations if a Civil Service program is put into effect under the provisions of the City Charter. The Union shall have the right to participate in negotiations with the Civil Service Commission with regard to any such Civil Service rules and regulations.

**ARTICLE 7**  
**SENIORITY**

Section 1. A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) month (calendar days) trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After six (6) months (calendar days), the employee shall be placed on the regular seniority list as of the date of hire. In the event the Employer needs an additional six (6) months (calendar days) to evaluate a new hire, the Employer must notify the Union and state the reasons for such an extension.

Section 2. Seasonal employees in the Parks Department and DPW and part-time employees shall be laid off before regular employees with seniority and probationary employees in the DPW and Parks Department are laid off. Lay-offs and recalls will be based upon seniority within classifications, within departments. After the City identifies a specific position to be eliminated, the employees with the least City seniority in the classification in which the reduction of work occurs will be laid off first. An employee laid off from his/her classification may exercise his/her City seniority to bump any lower seniority employee (based upon City seniority) in any equal or lower-rated classification (pay wise) on a bargaining unit wide basis, provided he/she is able to perform the duties of the classification within three (3) working days. Employees bumped under this procedure may, likewise, bump other employees on the same

basis. If the employee who exercises his/her seniority to bump a lower seniority employee fails to demonstrate he/she is able to perform the duties of that classification within three (3) working days, he/she may not bump another employee.

(a) Employees who exercise their seniority under this Section will be paid at the rate of the classification to which they are assigned. The employee will drop back to a rate comparable to his/her City seniority and the classification to which he/she is assigned.

(b) Employees who exercise their seniority under this Section will be returned to their own department classification (such as Clerk I in the Police Department or Laborer in the Public Works Department) before any other laid off employees with less seniority are recalled by said department unless the employee voluntarily elects not to be returned to his/her own department classification. The employee will have no further right to be returned to his/her original department classification that he was laid off or bumped from. In the event two (2) employees were laid off or bumped out of the same department classification, the recall opportunity will be offered first to the employee with the highest seniority.

For purposes of this article, "DPW" shall be considered one (1) department. An employee recalled to his/her original department classification shall have up to ninety (90) calendar days to obtain any required licenses/certifications.

(c) It shall be the responsibility of the employee to make application, in writing, of any intention to exercise his/her seniority under this Section, in case of layoff, on forms to be furnished by the Human Resources Department of the Employer. The application shall be submitted to the Human Resources Department within two (2) working days after the employee was given written notice of layoff. Once the employee submits the application, he/she may not change which position he/she elects to bump into. In the event the City elects to lay off more than one (1) bargaining unit employee, laid off employees shall submit their application in order of their City seniority.

(d) The City shall give fourteen (14) calendar days' written notice to the Union and the employees initially designated for layoff. However, this fourteen (14) calendar day written notice shall not apply to employees who are bumped by other employees who exercise their seniority rights under this Section.

(e) For purposes of this Section, "equal or lower-rated classifications" shall be defined by the maximum base pay for the applicable classifications. Shift premium shall not be considered in determining the maximum pay for "equal or lower-rated classifications".

(f) For purposes of determining the ability “to perform the duties of the classification”, if the classification requires a State license or certification, the employee must hold a valid license or certification prior to submitting the application described in sub-Section 2(c). The determination of ability “to perform the duties of the classification” shall be based upon the basic work skills of the employee applicable to the classification, not his/her knowledge of departmental procedures.

(g) In the event of a vacancy in the bargaining unit, the position shall be posted in accordance with Article 29, Sections 2-7. A “vacancy” shall mean a position which no seniority employee has been laid off or bumped from. Employees who bumped a lower seniority clerical employee may not bid for an open clerical position until all laid off clerical employees are recalled or have lost their seniority. Employees who bumped a lower seniority Laborer may not bid for a DPW position until all laid off Laborers are recalled or have lost their seniority.

If no bargaining unit employee is actively working and who is qualified for the position bids for the position, each laid off (unemployed) employee, in order of City seniority, will be offered the position, provided he/she is able to perform the duties of the position within thirty (30) calendar days.

For purposes of this Article, “laid off” means the employee was removed from his/her own department classification due to a reduction in force and, as a result, the employee is not actively working in a bargaining unit position. “Bumped” means the employee, as a result of the reduction in force, exercised his/her seniority rights to displace a lower seniority employee and therefore remains actively working in a bargaining unit position.

Section 3. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the first date worked.

Section 4. Seniority shall be broken only by discharge, voluntary quit, absence for three (3) consecutive working days without notifying the Employer, or layoff for a period of more than three (3) years, or the length of seniority, whichever is less. In proper cases exception may be made by the Employer upon notification to the Union.

Section 5. In the event of a layoff, an employee so laid off shall be given five (5) working days’ notice of recall to work, mailed to his/her last known address by registered mail, return receipt requested. The five (5) working-day time limit shall commence from the first attempted date of delivery of said notice. In the event the employee fails to make him/herself available for work at the end of said five (5) working days for his/her own department

classification, he/she shall lose all seniority rights under this Agreement. A laid off employee may decline a recall to a different department or classification, but in that event, shall drop to the bottom of the seniority list for purposes of recall. However, a DPW employee may decline a recall to a clerical position and a clerical employee may decline a recall to a DPW position without being dropped to the bottom of the seniority recall list.

Section 6. Any employee in the bargaining unit who accepts a non-unit position will do so for a six (6) month trial basis, during which time he/she may voluntarily return to the bargaining unit. However, during the six (6) month probationary period, the employee shall not continue to accumulate seniority.

## ARTICLE 8 DISCIPLINE

Section 1. The City shall not discharge or suspend any regular employee without reasonable cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, a copy of which notice shall be given to the Mayor, and a copy of same to the Union and job steward affected:

(a) Except that no warning notice shall be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, being under the influence of intoxicating liquor or any narcotic drug or dangerous drug as defined by state and federal law, fighting, recklessness resulting in a serious accident while on duty, the carrying of unauthorized passengers while on the job, or unexcused absences for more than three (3) days in any sixty (60) day period.

(b) Any employee consuming while on the job, possessing while on the job or who tests positive for alcoholic beverages or marijuana shall be given a Last Chance Agreement (see Appendix D), if he/she enters into a rehabilitation program at the employee's own cost. If he/she refuses to sign and comply with the Last Chance Agreement or enter into and comply with the rehabilitation program, the City shall be considered to have just cause for termination.

Any employee consuming, possessing or who tests positive for any other drug whose possession or consumption is a felony shall be terminated. In that event, the City shall be considered to have just cause for termination.

Any bargaining unit employee who discloses to the Human Resources Director that he/she has a substance abuse problem, shall be given a leave of absence for rehabilitation purposes if requested by the employee, provided that the disclosure is made before the employee

is ordered to take a drug or alcohol test and before any accident triggering such a test under Article 30, Section 1.

(c) Insubordination, which shall be deemed to mean a willful refusal to obey a reasonable work order of his/her immediate supervisor, may be punished on the first offense by a one (1) day suspension on the second offense by a three (3) day suspension, and on the third offense by a five (5) day suspension and possible discharge. The warning notice, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice.

(d) Any employee late three (3) times in a sixty (60) day period may be subject to disciplinary action as set forth below, and any three (3) unauthorized absences in any sixty (60) day period may also subject the employee to the following disciplinary action:

Recognition of attendance problem:

FIRST OFFENSE	Written reprimand
SECOND OFFENSE	One (1) day off without pay
THIRD OFFENSE	Three (3) days off without pay
FOURTH OFFENSE	Five (5) days off without pay
FIFTH OFFENSE	Discharge

(i) An unauthorized absence will occur when a DPW employee does not notify the department head or representative of his/her absence within one-half (1/2) hour before his/her respective shift starting time that he/she will not be present for work, and the employee has any accumulated sick time or personal time. An unauthorized absence will occur when a City Hall clerical or technical employee does not notify the department head or representative of his/her absence within one-half (1/2) hour after his/her respective shift starting time that he/she will not be present for work (unless the Department is open at least one-half hour before the employee's shift starting time, then the employee must notify the department head or representative within one-half (1/2) hour) before his/her respective shift starting time, and the employee has any accumulated sick time or personal time.

(ii) In the event the employee notifies his/her department head or representative as described in sub-section (i) that he/she will not be present for work and the employee has any accumulated sick time or personal time, an authorized absence will be granted only for emergency situations with the employee providing proof of need (see Article 12, Section 3(d)).

Any employee arriving after the start of his/her shift will be docked, in accordance with Article 25, Section 4.

Section 2. Employees in the City of Romulus are members of a team working together for the main objective of serving our community. Any employee who fails to follow the necessary rules and regulations governing his/her conduct is not only hurting him/herself, but is also letting all of the other employees down. In such a case, the job of the supervisor is to see to it that such an employee is not allowed to hurt the efforts which all of the others are making. This is done by applying the City's Rules, Regulations and Policies for employees.

In recognition of the fact that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence upon its individual merits and without creating any precedence for the treatment of any other case which may arise in the future. The City retains the right to suspend the operation of any disciplinary action which it may take, during good behavior for a specified term, in its exclusive discretion. Examples given in any rule do not limit the generality of the rule. These rules and regulations are not to be construed as a limitation upon the retained rights of the City, but are merely a guide.

This Section of the Rules, Regulations and Policies of the City provides standard penalties to apply for specific offenses.

### Section 3. RULES, REGULATIONS & POLICIES FOR EMPLOYEES

Major Infractions. An employee who has been previously suspended for a major violation or is at the fourth violation of the minor infractions, within a six (6) month period or who has committed a major infraction as decided herein, shall be subject to disciplinary action, including, but not limited to, demotion, suspension, or discharge without warning.

(a) Has willfully violated any of the provisions of the City Charter or of the rules of the City or department of the City made in pursuance thereof;

(b) Is incompetent or ineffective in the performance of the duties of his/her position (specific instances to be charged);

(c) Using profanity or conduct deemed offensive or undesirable toward his/her fellow employees, City officials, or the public;

(d) Has been convicted of a felony or a misdemeanor involving moral turpitude;

(e) Has been guilty of scandalous and disgraceful conduct while on duty where such conduct tends to bring the City service into public disrepute. Possession of intoxicating beverages on the job;

(f) Has violated any lawful and reasonable official regulation or order, or failed to obey a lawful and reasonable direction made and given to him/her by his/her superior officer

when such violation or failure to obey amounts to insubordination or serious breach of discipline which may negligently affect the efficiency or safety of the employee's operation;

(g) An employee shall not take any fee, gift, or other valuable thing from any individual, whether he/she be a citizen, vendor, or a person who wishes to do work for the City or in the City associated with the employee's faithful performance of his/her duties and responsibilities;

(h) An employee may not perform work which is in conflict with his/her duties and responsibilities associated with his/her employment in the City;

(i) Has been induced or has attempted to induce any officer or employee in the City service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order or has participated therein;

(j) Has been absent without leave;

(k) Unauthorized absence of three (3) days within a sixty (60) calendar day period;

(l) Stealing, dishonesty, or dishonest action, including taking, destroying, damaging, or concealment of any property of the City or other employees; theft from or pilfering, opening lockers, tool boxes, or other property of the City or other employees; making false statements to secure employment or excused absence or to justify an absence or tardiness; making or causing to be made inaccurate or false statements to influence any official action by the City, or making a false statement concerning any matter pertaining to work or employment;

(m) Failure to account for or the misappropriation of City funds;

(n) Punching in or out or tampering with another employee's time card;

(o) The unlawful possession of controlled substances and/or selling of unlawful substances;

(p) Unauthorized use of City vehicles or property;

(q) Conviction of a violation of City speed laws while operating City vehicles;

(r) Sleeping while on duty;

(s) Employees will not be disciplined by reason of the fact that his/her earnings have been subject to garnishment/levy for indebtedness.

Employees will be subject to disciplinary action, up to and including dismissal, for bringing illegal, non-prescribed drugs and narcotics or alcoholic beverages to work; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on City premises and work sites. Employees, their possessions, and City-issued equipment and

containers under their control are subject to search and surveillance at all times while on City premises or while conducting City business.

**Minor Infractions.** Those employees who have committed an infraction of the following types of conduct and/or performance may be subject to disciplinary action in the following manner:

FIRST OFFENSE	Instruction/warning
SECOND OFFENSE	One (1) day suspension
THIRD OFFENSE	Three (3) day suspension
FOURTH OFFENSE	Five (5) day suspension
FIFTH OFFENSE	Discharge

1. Any employee who has been wantonly careless or negligent in the care of the property of the City, such as, but not limited to:

- (a) Has failed to properly secure equipment entrusted to the employee;
- (b) Has left the City vehicle unattended and running;
- (c) Has failed to properly execute administrative, discretionary, or ministerial duties, functions, or obligations associated with the employee's job assignment;
- (d) Has failed to clean or otherwise maintain a work area or locations of the City which is under the employee's responsibility and control;
- (e) Has negligently repaired or caused to be repaired equipment of the City.

2. Any employee who has refused to perform a reasonable amount of emergency work after regular working hours or on days not regularly scheduled to work when directed to do so by his/her department head.

- (a) Gambling while on duty or on City property.
- (b) A violation of safety rules.
- (c) Failure of employee to check the oil, radiator, brake lights, and turn signals daily.  
Failure to check tires and batteries weekly.
- (d) Field crews leaving the job site for morning and afternoon breaks, unless permitted by supervisor, except for that one (1) designated person.
- (e) Failure to gas City vehicles prior to shift change.
- (f) Making personal telephone calls on City phones, unless permitted by supervisor.
- (g) Failure to notify his/her foreman in the event of vehicle breakdown or damaged equipment.

(h) Going to City Hall without first receiving permission from his/her foreman or immediate supervisor.

(i) Leaving an assigned job area without permission or notifying his/her foreman/supervisor at completion of job assignment.

(j) Failure to maintain a valid Michigan driver's license if the employee's classification requires.

(k) Failure to promptly return from break/lunch periods.

(l) Failure of employees to report to work suitably clothed for the job.

(m) Failure to notify his/her foreman/supervisor upon arrival when reporting late for work.

(n) Habitual tardiness, failure to punch in or out for work three (3) times in a sixty (60) calendar-day period.

(o) Conducting personal business while on City time.

Incidents of discipline will not be used against an employee after twenty-four (24) months from their issuance, except for accidents.

3. Discharge must be by written notice sent by certified mail to the employee's last known residence and the Union. Any employee may request a hearing as to his/her discharge or suspension, in accordance with Article 9. Should such a hearing prove that an injustice has been done to any employee, the employee may be reinstated and compensated at his/her usual rate of base pay for the period he/she was out of work. A request by an employee for a hearing before the Grievance Panel as described in Step 2 of Article 9 to his/her discharge or suspension must be made by written request within three (3) working days from the date of discharge or suspension, excluding Saturdays, Sundays, or holidays. Appeal to the Grievance Panel from discharge or suspension must be heard within five (5) working days and a decision reached within five (5) working days from the date of the hearing upon the discharge or suspension. If no decision has been rendered within five (5) working days from the hearing date, the case shall then be taken up as provided for in Article 9 hereof, commencing at Step 3 of the Grievance Procedure.

## ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and the department head. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance and deliver the written grievance to the Director of Human Resources/Labor Relations with a copy to the foreman, and the department head.

Step 2. Delivery of the written grievance shall be considered as the Union's request for a Step 2 meeting between City representatives and Union representatives. The City shall be represented by the department head and Director of Human Resource/Labor Relations or their designees. The Union representatives shall be the Grievant, Chief Steward and or the Steward and the business representative. Such meeting will be scheduled within five (5) working days from the date of the delivery of the grievance. The parties shall meet with the Employer and the Employer will render its written response and decision within fifteen (15) working days from the date of said meeting.

In the case of a class action grievance, the Union shall be represented by the Chief Steward and Steward, and Business Representative.

Step 3. In the event the grievance is not satisfactorily settled at the Step 2 level, the Union will notify the Employer within ten (10) calendar days of the Union's receipt of the City's Step 2 answer as to the date the grievance will be submitted to either arbitration or to the Teamster Local #214 Grievance Panel for its review. The Panel will notify the Employer within sixty (60) calendar days whether or not the grievance will be submitted to arbitration. The arbitrator will be selected as described in Article 10.

Section 3. All grievances must be presented and processed as provided in this Article and within the time limits prescribed in order to be valid. Any grievance not taken from one Step of the Grievance Procedure to the next within said limits shall be considered settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement in writing.

Section 4. All claims for back wages shall be limited to the amount of base wages the employee would have otherwise have earned, less any unemployment compensation or

compensation received from a different job during the period in question. Except for an increase in hours, no reduction shall be made for income earned in a moonlighting job the employee held prior to termination. However, if the employee increases the hours that he/she works in the moonlighting job after termination and prior to reinstatement, the income from that increase in hours shall be considered a "different job."

## ARTICLE 10 ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedure of the preceding Article, the Union may request the opinion of an arbitrator, and the parties will attempt to mutually agree upon selection of the arbitrator. If the parties are unable to agree upon the selection of an arbitrator within thirty (30) days, the Union may request the appointment of an arbitrator under the Federal Mediation and Conciliation rules, in accordance with the Federal Mediation and Conciliation Service. It will be necessary that an arbitrator be selected within thirty (30) days after the date of the list submitted by FMCS. The parties will select an arbitrator by the alternative strike method until one (1) individual is left as an arbitrator.

Section 2. All such requests for arbitration shall be in writing by registered or certified mail, addressed to the Mayor or his/her designee, and the Federal Mediation and Conciliation Service and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said five (5) working days, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. No more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding, except by mutual agreement of the parties. Matters involving disputes with respect to wages, job classifications and safety, and equipment shall not be submitted to the arbitrator but shall follow the Grievance Procedure as set forth above.

Section 4. After designation of the arbitrator, a hearing shall be held as soon as practicable, and the arbitrator shall issue an Opinion and Award, in accordance with said rules, which, if within the arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulations applicable thereto.

Section 5. The fee of the arbitrator and his travel expenses shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement nor to make any recommendations with respect thereto. Neither shall he/she have the power to establish or change any job classification or wage rate; rule on matters involving safety and equipment; rule on any claim for money or benefits arising under an insurance policy, retirement claim or dispute; or to rule on any matter covered by any state or federal statute. Any other dispute arising out of or relating to the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 7. No award involving wages due any grievant shall be made retroactive prior to the date the grievance was submitted in writing, unless the grievance is filed within three (3) days of the grievant having knowledge of the situation.

Section 8. In consideration of the foregoing provisions of this Article, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement with respect to or based upon any dispute which is subject to arbitration under this Article, it being agreed that this Article provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this Section or oppose their discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under this Article, it will not institute any lock-out of employees, providing the provisions of Article 9 or 10 are followed nor with respect to any other dispute until exhaustion of the procedures prescribed by Article 9 hereof.

Section 9. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative agency, any action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made; and the said party, after actual notice of same, shall within a reasonable time, not to exceed three (3) working days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance, or complaint which shall be in writing.

Section 10. The City may refuse to engage in arbitration during any strike or walk-out, authorized or unauthorized, by the employees. Such refusal shall not constitute a breach of this Agreement.

ARTICLE 11  
CHIEF STEWARDS - STEWARDS - ALTERNATES

Section 1. The Employer recognizes the right of the Local Union to designate stewards and alternates. There shall be one (1) chief steward and two (2) regular stewards representing the employees (one [1] who shall be a clerical employee and one [1] a D.P.W. employee). The chief steward and regular stewards shall be regular employees. The Union may also appoint alternate stewards to act in the place of the regular steward.

The authority of the regular stewards or alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with the Employer or its designated representatives, in accordance with the provision of the Collective Bargaining Agreement. Permission shall be granted by the department head or foreman in the proper investigation and presentation of said grievance, but not more than one (1) steward shall be allowed permission to investigate any one (1) grievance nor to attend any Step 1 meeting under the Grievance Procedure.

(b) The transmission of messages and information originating with and authorized by the Local Union or its officers and provided such messages and information:

1. Have been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this contract, investigate and present grievances to the Employer, upon having secured permission from their department head or foreman, provided that:

- (a) Not more than one (1) steward will be allowed to investigate any one (1) grievance;
- (b) Not more than one (1) steward will be allowed to attend Step 1 proceedings;
- (c) Not more than the chief steward or his/her designee, one (1) other steward, and the grievant, if needed, shall be allowed to attend a Step 2 proceeding or attend arbitration under the Grievance Procedure of this Agreement.

The department head or foreman will then grant permission, at a reasonable time, as determined by the department head or foreman, to the stewards to leave their work for these purposes. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and the stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances, as provided herein.

(a) The chief steward will be appointed by the Local Union president and so recognized by the City.

(b) The chief steward will be allowed the proper time off to attend all grievance procedures under Article 9.

(c) The chief steward shall be the safety officer representing the Union on all safety grievances and disputes pursuant to Article 15.

(d) The City shall be notified, in writing, by the Union of the name and classifications of the chief steward, stewards, or alternates.

(e) For purposes of lay-off and recall only, all stewards shall head the seniority list, provided he/she has the present ability to perform the work available on a city-wide basis.

(f) The alternate shall operate only in the absence of the steward from work.

Section 3. The authority of the Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform in this Agreement.

Section 4. Two (2) representatives from the DPW and two (2) representatives from the clerical/technical group shall be released, with pay, to attend negotiation sessions for a successor collective bargaining agreement with the City's bargaining committee during regular working hours. No overtime shall be paid by the City for these representatives to attend negotiation sessions.

## ARTICLE 12 LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the City. The maximum leave of absence granted shall be sixty (60) calendar days but may be extended for good cause. Permission for extension must be secured from the City. During the period of absence, the employee shall not, without permission of the City, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work

because of proven sickness or injury shall not result in the loss of seniority rights, except as otherwise provided in this Agreement.

(a) An employee wishing to obtain a leave of absence must make a written request ten (10) working days prior to the date of the intended leave.

(b) The ten (10) day notice can be reduced or waived in emergency situations.

#### Section 2. Sick Leave

(a) All regular employees will be granted up to seven (7) sick days each year which may be used for medical reasons, to be earned in the following manner:

Four (4) sick days will accrue to each regular employee, effective with the first day of each contract year for all current employees. For employees hired after July 1, 1990, sick time will accrue as follows:

July 1 occurring during first year of employment - one (1) day.

The first year accrual will be credited on July 1 occurring during the first year of employment if the probationary period has been satisfied, or as soon thereafter as the probationary period is satisfied.

Four (4) hours' sick leave will be earned each full month of employment, up to a maximum of seven (7) days per year. For employees hired the 1st through the 15th of the month, their sick leave base date will be the 1st of that month, and if hired the 16th through the last of the month, the base date will be the last of the next month.

(b) Employees under a doctor's care may receive up to six (6) months' leave of absence, without pay, upon written verification of need for medical leave. The City may require additional verification each thirty (30) calendar days of absence.

(c) Extended medical leave may be given for a maximum of a six (6) month period upon submission of current medical verification setting forth the need for said extended medical leave. The employee shall notify the Mayor or his/her designee thirty (30) calendar days prior to the expiration date of said leave. Said leave shall be without pay, and the total leave, including extended leaves, may not exceed one year, unless approved by the Mayor.

(d) The City reserves the right to have the employee who is subject to provisions (b) and (c) of Section 2, Article 12, examined by a physician selected and paid by the City.

(e) All sick leave time must be taken in two (2), four (4), six (6), eight (8) or ten (10) hour increments, and the employee must give his/her director and or assistant director at least one half-hour (1/2) notice, except in emergency situations. Notice may be waived by the City upon proof of emergency submitted upon return to work. If the request is for more than eight (8)

hours, notice will be given to the Employer as many days in advance of the requested time off as the number of days the employee is requesting to use as time off.

(f) Each department head or his/her assistant shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give prompt notification to their department head of the necessity for taking sick leave. Notification must be given daily before the beginning of the regular shift of the employee requesting sick leave, where such leave is for one (1) day at a time. He/She may refuse to allow sick leave where there is insufficient evidence to support the employee's claim, or where he/she believes the employee has not exercised a reasonable effort to promptly notify him/her of his/her absence. A doctor's report may be requested after an employee is off for two (2) consecutive days or in cases of suspected abuse, and it must be submitted by the employee, otherwise no sick leave will be granted.

(g) An employee using paid sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He/She cannot be paid for both a sick leave day and holiday on the same day, nor will he/she be charged for a day of sick leave with respect to a holiday.

(h) An employee absent for more than one (1) month due to injury or illness will earn sick/personal leave day for the first month only, except for on the job injury.

(i) The work day, for the purpose of computing paid personal leave, is eight (8) hours for all employees in the unit, except as modified by the Letter of Agreement regarding clerical employees.

(j) Any requirements of the health and accident insurer shall be complied with by an employee on medical leave.

(k) Employees using up to two (2) hours of sick time will receive a lunch break.

### Section 3. Personal Leave:

(a) Effective July 1, 2014, all regular employees will be granted up to nine (9) personal leave days each year, which may be used for personal reasons, to be earned in the following manner:

Two (2) personal leave days will accrue to each regular employee effective the first day of each contract year for all current employees. For employees hired after July 1, 1990, personal leave time will accrue as follows:

July 1, occurring during the first year of employment - one (1) day.

July 1, occurring during the second year of employment and each year thereafter - two (2) days.

The first year accrual will be credited on July 1, occurring during the first day of employment if the probationary period has been satisfied, or as soon thereafter as the probationary period is satisfied.

Four (4) hours' personal leave will be earned each full month of employment, up to a maximum of six (6) days per year. For employees hired the 1st through the 15th of the month, their personal leave base date will be the 1st of that month, and if hired the 16th through the last of the month, the base date will be the 1st of the next month.

(b) All personal leave time must be taken in two (2), four (4), six (6), eight (8), or ten (10) hour increments, and the employees must give notice and receive approval from the director or assistant director in advance so as not to jeopardize the operation of the department.

(c) At the end of each contract year, employees will be paid in cash at fifty percent (50%) of the prior contract year's rate of pay for any unused sick leave hours that contract year. Employees at the end of each contract year will also be paid in cash for personal business time at one hundred percent (100%) of that contract year's rate of pay for any unused hours at the end of the contract year.

(d) Employees will be allowed emergency leave time in emergency situations in one (1) hour increments, to a maximum of ten (10) hours each contract year. Said days/hours, however, shall be deducted from the member's total number of allowed personal business leave hours over the term of this contract. Authorization will be granted by the Employer only for emergency situations, with the employee providing proof of need, and provided that it does not jeopardize the functions of the department.

(e) Employees using up to two (2) hours of personal time will receive a lunch break.

#### Section 4. Jury Duty

(a) If called for jury duty, an employee shall be granted a leave of absence to serve said jury duty.

(b) On jury duty service, the employee shall be paid the difference of his/her classification rate of pay and jury pay, provided the employee furnished the Employer with a receipt to verify such jury duty and rate of compensation received from the court.

(c) The City shall have no claim to the mileage rate the employee receives.

(d) During jury service the employee will maintain all seniority rights and fringe benefits.

(e) If an employee serves a full day on jury duty, the City will pay the differential for a full day. If an employee serves a half-day, the City will only compensate the employee for a

half day, or use accumulated personal business time. The employee must give proper notification no later than two (2) working days after the employee receives notice from the court to their respective immediate supervisor.

Section 5. Union Leave of Absence

(a) Reasonable time off, not to exceed two (2) calendar weeks, will be granted to not more than one (1) employee in each contract year for the purpose of attending a convention of the Union. Such leaves shall be without discrimination or loss of seniority rights, but shall be without pay. The Union shall give the Employer at least one (1) week's notice, in writing, as to the employee designated to attend such convention. Other leaves will be granted for the purpose of engaging in Union activities. This leave will be granted, without pay, to not more than one (1) employee for a period not exceeding thirty (30) days in any contract year and may be denied or deferred if they would cause hardship or disruption of the Employer's operations due to lack of qualified available employees. The Union shall give the Employer at least one (1) week's notice, in writing, as to the employee designated for such leave.

Section 6. An employee who becomes a candidate for elective office within the City shall take a leave of absence without pay when he/she complies with the candidacy filing requirements, or sixty (60) calendar days before any election relating to that position, whichever date is closer to the election (Act No. 169, PA 1976).

Section 7. No employee shall engage in political activities as defined in Section 2 and 3 of the Public Acts No. 169 (1976) during those hours when that employee is being compensated for the performances of that person's duties as a public employee.

ARTICLE 13  
LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever without the expressed approval of the Executive Board of the Local Union through its president. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2. Any individual employee or group of employees who knowingly violate or disregard the Grievance Procedure set forth in Article 9 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. Nothing in this Agreement shall constitute the recognition by the City of the right to cause any strike, work stoppage, or cessation of employment of any kind whatsoever in violation of PA 336 (1974), as amended.

Section 4. It is agreed that in all cases of any unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty-four (24) hours. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

(a) After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union members participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

#### ARTICLE 14 VISITING RIGHTS

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by his Agreement, without interfering with the progress of the work force after notification to the department head or his/her authorized representative.

#### ARTICLE 15 EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his/her immediate supervisor. The employee, before the end

of his/her shift, shall make out an accident report, in writing, on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accidents to his/her immediate supervisor.

If an employee sustains an on-the-job injury and is treated at the clinic, he/she shall be given a drug/alcohol test according to Department of Transportation regulations (see Article 30).

Section 4. The Union shall have the right to survey all equipment whenever the Union feels that said equipment is not properly classified. The right to survey shall be interpreted to mean at a time and place agreeable to the Employer and the Union during normal working hours.

Section 5. Employees shall immediately, or at the end of their shift, report all defects of equipment to his/her immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one (1) copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the department head.

When an occasion arises where an employee gives written report forms in use by the City of a vehicle being in unsafe operating condition and received no consideration from the City, he/she shall take the matter up with the officers of the Union who will take the matter up with the City, commencing at the third (3rd) step of the Grievance Procedure.

Section 6. The City shall install heaters, defrosters, and windshield washers on all trucks and keep same in operating condition, including headlights, tail lights, and turn signals.

(a) On all main thoroughfares during rescheduled hours and darkness, flasher lights will be used where crews are working.

Section 7. Safety programs of the City, which may from time to time be used by the City, are incorporated in by reference and made a part of this Agreement.

## ARTICLE 16 MILITARY SERVICE

Section 1. An employee subject to military or National Guard service shall be entitled to all the rights specified under the Michigan and federal statutory law dealing with the rights of public employees who serve in the military or National Guard.

ARTICLE 17  
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 18  
SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. The names of all members of the Safety Committee shall be posted on the bulletin board at all times.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendations.

Section 3. The Employer shall consider the personal safety of the employees in establishing operational procedures.

Section 4. Safety grievances issued in writing shall commence at the third (3rd) step of the Grievance Procedure.

ARTICLE 19  
COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty, who must attend court, shall suffer no loss of pay at their regular classification rate covering their regular scheduled time only. The employee shall advise his/her supervisor twenty-four (24) hours prior to taking court leave.

Section 2. Employees shall be allowed up to five (5) 8 hour days or four (4) ten hour days to attend a funeral in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother, sister, brother-in-law or sister-in-law, with pay. Employees shall be allowed up to two (2) days to attend the funeral of a grandparent or grandchild of the employee or spouse of an employee, with pay. These times shall not be deducted from accumulated sick time or vacation time, providing an employee furnishes the Employer with written verification of attendance at the funeral by the funeral director.

(a) Upon the death of an employee in their department, one-half (1/2) day off, with pay, will be granted to the Union stewards who attend the funeral, except that a skeleton crew will be maintained in each department and at the discretion of the department head.

(b) Employees that are on approved leave such as vacation, personal business leave time, medical, etc., and a death occurs during that time, employees will be entitled to convert this time to funeral leave.

## ARTICLE 20 WORKERS' COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of an employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees.

All employees will continue to receive all fringe benefit accruals and continued health, dental, optical and life insurance coverage for a period of two (2) years while receiving workers' compensation benefits. At the end of the two (2) year period if the employee is not able to return to unrestricted work, his or her employment will be terminated in the discretion of the City.

## ARTICLE 21 HOLIDAY AND RATE

All employees that have completed thirty (30) calendar days will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on an eight (8) hour or ten (10) hour day for said holidays:

Section 1. Paid holidays are designated as:

Washington's Birthday	Christmas Eve	Good Friday
Veterans Day	Christmas Day	Memorial Day
Thanksgiving Day	New Year's Eve	Fourth of July
Day after Thanksgiving	New Year's Day	Labor Day

**M.L. King's Birthday**

**Section 2.** The employee must work the preceding work day before each holiday and the succeeding work day after each holiday unless the employee is not normally scheduled to work these days under their flex schedule or be on approved leave. Otherwise, no holiday pay will be received.

**Section 3.** Employees working on approved holiday will be paid for hours worked at the rate of double time, plus holiday pay.

**Section 4.** Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and, if the holiday falls on a Sunday, the Monday following shall be taken as a paid holiday. If the holiday falls on a normally scheduled work day for the employee, the next available day will be taken as the paid holiday.

**Section 5.** No employee shall be required to work on a holiday, except in case of emergency, as determined by the Employer.

(a) An employee called in by a supervisor shall receive a minimum of four (4) hours' pay at double time, plus the holiday pay.

(b) An emergency shall only continue until their regular starting time on the following day.

(c) An employee working on emergency time, up to the regular starting time of the following day, shall be given the option of working their regular shift.

**Section 6.** Holidays recognized in Section 1 of this Article that fall within an employee's vacation period will be considered a paid holiday and shall not be charged to the employees vacation bank. Employees will not be paid for a sixth (6<sup>th</sup>) day that week as a holiday.

**Section 7.** All seasonal or part-time employees shall be excluded from the above Article.

**ARTICLE 22  
VACATIONS**

**Section 1.** All regular full-time employees shall be entitled to vacation time, with pay, on the following basis:

(a) Employees who have completed one (1) year of service shall be granted five (5) working days of vacation.

(b) Employees who have completed two (2) years of service shall be granted ten (10) working days of vacation.

(c) Employees who have completed five (5) years of service shall be granted fifteen (15) working days of vacation.

(d) Employees who have completed ten (10) years of service shall be granted fifteen (15) working days vacation, plus one (1) day for each additional year of completed service up to a maximum of thirty (30) days.

(e) In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die, or be discharged, he/she or his/her estate will, at the time of termination, be paid:

1. For any unused portion of vacation time which has been granted to him/her on an annual basis as provided above, plus;

2. The pro-rata amount of the annual vacation earned by him/her in the period between the last anniversary of his/her termination, based on full calendar months worked by him/her during that period.

Section 2. For the purpose of defining "for each month worked during this period," employees hired the first through the fifteenth of the month, their pro-rata days will be figured to the end of the preceding month, and employees hired the sixteenth through the last day of the month, their pro-rata days will be figured to the first of the next month.

Section 3. An employee who returns from military leave of absence shall be credited according to federal regulations.

Section 4. Employees eligible for vacation must take vacation within eligibility year. However, if the employee and the Employer mutually agree, the employee may take vacation within six (6) months after said eligibility year.

Section 5. The Employer shall establish the available vacation periods for each department or working crew. Vacation schedule will be worked out as far in advance as possible. Seniority shall be the main consideration in considering preference for vacation requests, except when the number of employees absent from one (1) working crew at one (1) time will injure the services rendered by the crew.

Section 6. Vacations will be taken one (1) day at a time with notice equal to the time off requested. Vacations may be split into one (1) or more weeks. Odd days may be used as earned, providing such scheduling does not drastically interfere with the operation of the City or department work schedule.

An employee may take vacation in four (4) hour increments, up to four (4) occurrences per calendar year, if approved in advance by a supervisor. The supervisor may deny such a request if it would negatively affect the operation of the department.

Section 7. Vacations will not be permitted in advance of the time such vacation is earned, that is between one (1) anniversary date and the next anniversary date.

Section 8. An employee who is absent from work for other than on-the-job injury will not accumulate vacation time.

Any employee whose personal unpaid leave time exceeds thirty (30) days, except for on-the-job disability, will have their anniversary date extended the amount of days they were off on leave in excess of thirty (30) days to allow for the elimination of pro-ration of vacation time. As a result, the anniversary date (for vacation purposes only) will be permanently changed.

Section 9. Vacation Buyout (Voluntary): The City shall annually, on the employee's anniversary date at the employee's written request, pay to the employee up to one hundred twenty (120) hours of excess vacation time at his or her then rate of pay. Said excess payoff of vacation time shall only apply if the employee has utilized at least eighty (80) hours of his or her credited vacation time during the preceding twelve (12) months.

Section 10. Effective July 1, 2014, the City shall not pay vacation or other time off in advance.

**ARTICLE 23**  
**LIFE, HEALTH, DENTAL AND ACCIDENT BENEFIT**

Section 1. In lieu of bargaining unit employees who were hired prior to June 1, 2014, paying a 10% contribution to the health insurance premium, the City of Romulus agrees to provide a packaged health insurance plan, that includes dental and vision insurance, to bargaining unit employees through the Teamster Health and Welfare Fund. The City's annual contribution per bargaining unit employee for each category of coverage, which includes all fees, taxes, excise taxes, etc., shall be as follows:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
1 Person	\$7,098.00	\$7,189.00	\$7,298.20	\$7,690.80
1 Adult & 1 Child	\$14,196.00	\$14,378.00	\$14,596.40	\$15,376.40
2 Adults	\$17,032.60	\$17,251.00	\$17,513.60	\$18,452.20
Family	\$21,291.40	\$21,567.00	\$21,892.00	\$23,067.20

In the event the Teamsters Welfare Fund Benefits Package costs more than the amounts listed above, employees shall pay the difference in premium cost.

In the event Teamsters Welfare Fund Benefit Package is not available, or is cancelled by the Teamsters Welfare Fund for any reason, bargaining unit employees who were hired prior to June 1, 2014, shall pay an annual 10% contribution to the health insurance premium and the City

will purchase health insurance and dental insurance that was in effect at the close of the 2012-2014 collective bargaining agreement (PPO III).

Members of the bargaining unit that are married to another City of Romulus, 34<sup>th</sup> District Court, or any City agency funded employee, shall select one medical insurance program to be covered under.

Members of the bargaining unit that are not married to another City of Romulus, 34<sup>th</sup> District Court, or City of Romulus agency funded employee are eligible to waive health insurance and receive an annual waiver payment based on their coverage as listed below:

- a. 1 person = \$2,000 waiver
- b. 2 person = \$3,000 waiver
- c. Family = \$4,000 waiver

#### Healthy Living Incentive

Effective July 1, 2014, bargaining unit members may receive an annual complimentary membership to the Romulus Athletic Center at the same level as their annual health insurance open enrollment selection. (i.e. Individual, Couple, Family).

Section 2. Normal retirement shall be after ten (10) years of service at the age of sixty-five (65) or twenty-five (25) years of service at the age of fifty-five (55). An employee must have at least eighty (80) points, at least ten (10) years of service and be hired prior to July 1, 2010, to receive retiree health insurance benefits provided by the City. An employee will earn one (1) point for each year of age and one (1) point for each year of service with the City.

All members of the bargaining unit who take a retirement and are eligible for retiree health insurance, shall have medical insurance (including optical insurance) that the employee was receiving at the time of their retirement application. Retirees and their spouses shall pay a ten percent (10%) share of the cost of the PPO III premium. The Employer agrees to pay the balance of the premium of the above coverage for the employee's spouse. Such coverage shall terminate upon remarriage or death of the surviving spouse. Employees who retire after July 1, 2006, and who are not yet eligible for Medicare (or whose spouses are not yet eligible for Medicare) shall receive the same health insurance options as active employees. Upon the retiree or his/her spouse becoming eligible for Medicare, retirees and their spouses will have the same prescription drug options as active employees and the coverage, upon reaching age 65, shall be converted to Medicare Complimentary Coverage. Employees may purchase up to three (3) years of service to meet the years of service requirements of this Section. The service may be purchased in one (1) year increments at an actual cost for each year purchased. Employees may purchase up to three (3) years of service for retirement purposes. Cost will be actual health care

cost for retiring employee, spouse, and dependents for each year purchased. Payments must be made to the City in three (3) equal annual installments beginning on the employee's last day of employment and annually thereafter. Employees may also elect, instead of purchasing years of service, to defer the starting date of his/her coverage on life, basic medical or HMO coverage.

Section 3. Employees hired after July 1, 2010, and employees who elect to voluntarily to be bought out / opted out of retiree health care shall not be eligible for retiree health insurance provided by the City. The City shall offer employees health care savings program funded by the employee / employer contributions, in accordance with applicable IRS regulations. The City shall contribute one percent (1%) of base wage and the employee shall contribute two percent (2%) of base wage to the retiree health care savings program. Employees who opt to receive the cash payoff and voluntarily opt out of future retiree health insurance shall be forever prohibited from bargaining for the return of the retiree health care coverage benefit and opt out employees are also prohibited from attempting to bargain away the rights of this specific benefit that another bargaining unit member still maintains.

Section 4. Life and Accident Insurance. The Employer agrees to pay the full premium cost to cover members of the bargaining unit and retirees as defined in Section 3, with Life, Sickness, and Accident benefits to include the following:

- |     |  |   |
|-----|--|---|
| (a) | Term Life Insurance  | Principal Sum/\$15,000<br>Accident Death/\$15,000<br>Retirees eligible for<br>Life Insurance/\$10,000 |
| (b) | Sickness & Accident<br>Insurance (current<br>employees only) | First Day Accident<br>eighth day illness<br><br>\$425.00<br>per week/26 weeks                         |

Section 5. Dental Insurance. The Employer further agrees to pay the full premium costs of dental coverage for members of the bargaining unit, their spouse, and dependent children on insurance program as set forth below through any insurance carrier doing business in the State of Michigan chosen by the Employer who can provide equivalent coverage:

(a) Ninety percent (90%) of treatment cost on Class One and ninety percent (90%) of treatment cost on Class Two benefits with one thousand dollar (\$1,000.00) maximum per year per person.

(b) Fifty percent (50%) of treatment cost on Class Three orthodontic benefits with a five hundred dollar (\$500.00) lifetime maximum.

Section 6. Employees who do not make a choice at the regular open enrollment period, effective July 1<sup>st</sup> of each year, shall be enrolled in Blue Care Network.

Section 7. Employees, including those receiving sickness and accident insurance benefits, shall contribute two percent (2%) of the premium, pre-tax, based on the coverage they are enrolled in. Employee contribution to health insurance shall be made every paycheck. The City shall establish a Section 125 plan relating to this employee contribution.

Section 8. The prescription drug coverage for PPO shall be a five dollar (\$5.00) co-pay for generic drugs, a forty dollar (\$40.00) co-pay for brand name drugs and an eighty (\$80.00) co-pay for formulary drugs. The prescription drug coverage for either HMO plan shall be a ten (\$10.00) co-pay for generic drugs and a forty (\$40.00) co-pay for brand name drugs.

Section 9. Waiver of Health Insurance. Employees of the bargaining unit may waive coverage under either the PPO or the HMO plans and receive \$2,000 (two thousand dollars) as hereinafter provided:

(a) If a married couple is both employed by the City, they must both waive the coverage, but only one \$2,000 (two thousand dollar) payment will be made.

(b) The employee and his/her spouse must execute a waiver on a form provided by the City.

(c) The employee may make the election to waive coverage effective only January 1 or July 1 of each year. Employees who have waived coverage may reapply for coverage only on July 1 of each year, unless they can establish that the subsequent request for coverage is due to a loss of other medical coverage and the City's insurance company will permit coverage at a time other than July 1.

(d) Payment to employees who make the election as provided in this Section, shall be on or about July 1, for the previous fiscal year's election, provided the employee is still employed by the City on July 1. The waiver payment will be prorated if the election for the previous fiscal year was for less than twelve (12) months. If the employee is not still employed by the City on July 1, all rights to payment under this Section are forfeited.

(e) The City may develop other reasonable rules and regulations that may become necessary for the application of this Section.

Section 10. Employees who fail to advise the City within thirty (30) days of changes in insurance eligibility (such as a dependent child getting married or the employee getting divorced) shall pay for the additional premium cost incurred by the City.

**Section 11. Opt Out of Retiree Health Care Coverage and into a Health Savings Fund.**

Bargaining unit employees who were hired prior to July 1, 2010 and who are on the payroll as of July 1, 2014, may voluntarily irrevocably waive any right or claim to receive retiree health insurance from the City, for themselves, their spouse or their eligible dependents, as currently described in Article 23, Section 4. Eligible bargaining unit employees who agree to this waiver shall receive One Hundred Fifty Dollars (\$150) for each month of completed service, less applicable taxes and deductions. A "full month of completed service" shall mean any month in which the employee was on the City payroll at least fifteen (15) calendar days. Any month in which a bargaining unit employee was on layoff and therefore was not on the City payroll for at least fifteen (15) calendar days shall not be considered a "full month of completed service". Eligible bargaining unit employees who agree to this waiver shall, effective January 1, 2014, be covered by the health care savings program described in Article 23, Section 5.

The City shall use the form attached as Appendix E as the waiver document. Bargaining unit employees shall have between July 1, 2014 and August 31, 2014 to select the waiver option.

**Section 12.** Employees hired after June 1, 2014 shall pay a cost share of twenty percent (20%) of the monthly health care premium to the City.

Employees who retire after July 1, 2014, shall be required to pay an annual ten percent (10%) premium cost share on health insurance and be covered under the City's retiree health care plan in accordance with the health care plan offered to members of the bargaining unit that went into effect contractually on June 1, 2014, that is, PPO III, for pre-medicare retiree and pre-medicare spousal retiree health care coverage, unless a "Retiree Teamsters Welfare Fund Benefit Package" is negotiated and agreed on, and implemented under a separate MOU.

All members of the bargaining unit who take a retirement and are eligible for retiree health insurance shall have the medical insurance, including optical insurance, with the coverage's in accordance with their open enrollment selection in place at the time of their retirement (individual, couple, family) that the employee was receiving at the expiration of the 2012-2014 CBA. Retirees and/or their spouses shall pay a 10% premium share. In order for dependents of retirees to be covered under the employee's retiree healthcare coverage, the dependent must have been on the employee's healthcare coverage for a minimum of three consecutive years leading up to retirement. Once retired, no additional spouses or dependents (that were not documented with the employer and covered for a period of three consecutive

years prior to retirement) may be added to the retiree's healthcare coverage. The retiree may be required to submit updated spousal and dependent coverage documentation as required by the employer. The Employer agrees to pay the balance of the premium of the above coverage for the employee's spouse. Such coverage shall terminate upon remarriage or death of the surviving spouse.

Employees who retire after July 1, 2006, and who are not yet eligible for Medicare (or whose spouses are not yet eligible for Medicare) shall receive the same health insurance options that were in place at the expiration of the 2012-2014 CBA. Upon the retiree or his/her spouse becoming eligible for Medicare, retirees and their spouses will have the same prescription drug options as active employees and the coverage, upon reaching age 65, shall be converted to Medicare Complimentary Coverage.

Employees may purchase up to three (3) years of service to meet the years of service requirements of this Section. The service may be purchased in one year increments at an actual cost for each year purchased. Employees may purchase up to three (3) years of service for retirement purposes. Cost will be actual health care cost for retiring employee, spouse, and dependents for each year purchased. Payments must be made to the City in three (3) equal annual installments beginning on the employee's last day of employment and annually thereafter. Employees may also elect, instead of purchasing years of service, to defer the starting date of his/her coverage on life, basic medical or HMO coverage.

## ARTICLE 24 RETIREMENT

Section 1. The Employer maintains a retirement plan for all employees and as a condition of employment it is mandatory that they become a member of the pension plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his/her service time computed from the first day of continuous employment. The provision of the present retirement system shall remain in effect. The employee contribution shall be one percent (1.0%)

The Employer pension contribution shall be eleven and one-half percent (11.5%).

The provision of the present retirement system shall remain in effect, provided, however, that where any employee has been on a leave of absence without pay and back payments are due to the retirement plan, such payments shall be deducted at no more than double his/her regular weekly contribution rate, unless otherwise required under the retirement plan.

The Pension Committee shall decide whether employees may take loans from their defined contribution account.

In the event that the City agrees to allow AFSCME-represented DPW supervisors or non-union employees (except for new hires for the position of Public Safety Director, Police Chief, Deputy Police Chief, Fire Chief or Deputy Fire Chief) to convert from their defined contribution pension plan to a defined benefit pension plan, the identical conversion program (including the same time period for conversion) shall be offered to Teamster-represented employees.

## ARTICLE 25 WORK WEEK AND SCHEDULE

Section 1. Unless the Department Head and employee agree on a flextime program as described in Section 6, there will be a regular starting time announced and posted. Whenever the City or any City department has occasion to change such hours on a regular basis, fifteen (15) business days' prior notice of such change shall be given to the Union. In the event of a temporary change due to an emergency or unforeseen circumstances, five (5) business days prior notice shall be given to the Union. Afternoon shift shall start at 12:00 noon at the premium pay of ten cents (\$.10) per hour. Night shift shall start at 5:00 p.m. at the premium pay of fifteen cents (\$.15) per hour. An employee shall receive premium pay for that shift in which he/she commenced work.

Section 2. Five (5) consecutive eight (8) hour days, or four (4) ten (10) hour days, Monday through Friday, shall be the regular work week to be scheduled by the employee's department head.

Section 3. Employees shall receive a fifteen (15) minute rest period, with pay, for each one-half (1/2) day of shift duty, which rest periods shall be taken in the second (2nd) and sixth (6th) hour of the work day.

Section 4. All employees shall be required to punch time cards upon commencing and leaving work, including lunch periods. Any employee punching in five (5) minutes up to fifteen (15) minutes tardy in the beginning of the day or after lunch break shall be docked fifteen (15) minutes. Any employee tardy more than fifteen (15) minutes shall be docked in quarter (1/4) hour segments thereafter.

An employee who fails to punch in or out shall be disciplined under Article 8, Section 3(2)(n), unless the employee's supervisor certifies that the employee was actually at work at the required time.

Section 5. D.P.W., Water Department, and Inspectors

(a) Lunch Period: Thirty (30) minutes and shall start within the fourth (4th) and fifth (5th) hour of work time, paid by the Employer.

(b) Work Day: Eight (8) consecutive hours of work, excluding lunch, within the twenty-four (24) hour period beginning at midnight shall be the regular work day.

Section 6. City Hall Clerical and Technical Workers

(a) Lunch Period: Thirty (30) minutes and shall start within the fourth (4th) and fifth (5th) hours of work time, paid by the Employer.

(b) Work Day: Eight (8) or ten (10) consecutive hours of work, including lunch, within the twenty-four (24) hour period beginning at midnight shall be the regular work day.

Scheduling onto or off of flextime shall not be undertaken without a thirty (30) calendar day notice from the Employer or employee, except in emergency situations as determined by the Mayor.

Section 7. The City should call an employee before the beginning of the work day with notice to him/her that weather conditions will not require his/her reporting to work, if that be the case. If the City does not call the employee and the employee reports at the scheduled time for work, he/she shall receive four (4) hours' pay and shall be available for such work as the department head directs during that four (4) hour period.

Section 8. Furlough Days: If an 8 hour work schedule is continued, unpaid furlough days shall be the third Friday of every other month, beginning July 2014 for each year of the contract (July, September, November, January, March, May), unless the Union and the City designate an alternative date. If the City implements a 10 hour day work schedule, the Union and City shall designate which days shall be unpaid furlough days.

Members of the bargaining unit may utilize up to six (6) banked vacation or personal days in lieu of an unpaid day, as a result of a furlough day off.

**ARTICLE 26**  
**OVERTIME**

Section 1. All Union employees shall be paid one and one-half (1 1/2) times their classification rate after eight (8) or ten (10) hours worked in any twenty-four (24) hour period.

(a) Employees shall be paid one and one-half (1 1/2) times their classification rate for hours worked on Saturdays, except a seven (7) day shift or swing shift, provided, however, scheduled work hours have been worked.

(b) Employees shall be paid double (2) time their classification rate for hours worked on Sunday, except a seven (7) day shift or swing shift, provided, however, scheduled work hours have been worked.

Section 2. Overtime will be distributed equally, as nearly as possible, to employees within the same job classification within each department. Distribution shall be equalized on a weekly basis within each department. The overtime equalization sheet will be done quarterly. In the event a supervisor makes an error in equalizing overtime for an employee, the employee who was improperly denied overtime shall be placed first on the equalization list; however, if an error is made which denies the same employee more than once in a calendar year, that employee shall be paid as if he/she worked the overtime. The plan for equalization shall be worked out with each steward. Distribution includes offers of overtime work.

If it appears that a pattern exists at the fault of a supervisor, that an employee is consistently being denied overtime and subsequently moved to the top of the overtime list, then the City and the Union will meet to rectify the situation.

Section 3. A record of the overtime hours worked or offered employees will be posted weekly on the departmental bulletin board no less than weekly.

Section 4. Supervisory personnel shall not perform classified work which is recognized as bargaining unit work, except in cases of emergency, training or instruction of personnel, or which would not result in the loss of overtime, lay-offs, and if bargaining unit personnel are not available to perform said work.

Section 5. A minimum of thirty-six (36) hours' notice to an employee shall be given in order to charge the employee with having declined offered overtime work for Saturday or Sunday scheduled work.

Section 6. Scheduled overtime requires that the employee receive a thirty-six (36) hour written notice of the overtime shift to be worked and guaranteed a minimum of two (2) hours' pay. After two (2) hours, the employee would only be paid for hours worked. In the absence of a thirty-six (36) hour written notice the minimum hours' pay would revert to four (4) hours. Upon completion of the job which is in the discretion of the foreman/supervisor, employees will have the option of leaving after two (2) hours or staying for the four (4) hour minimum.

ARTICLE 27  
CALL BACK PAY

Section 1. (a) An employee reporting for call back duty shall be assured two (2) hours of work and pay at the rate of one and one-half (1 1/2) times his/her hourly rate. He/She shall keep him/herself available during the entire period for which he/she was paid, and, if he/she is recalled within the two (2) hour period, it shall not constitute a second call-in to which the assurance applies. Upon completion of the job which is in the discretion of the foreman/supervisor, employees will have the option of leaving after two (2) hours.

(b) An employee must report for duty within thirty (30) minutes of being called for overtime work. At the time of the call, the employee must indicate to the Employer whether they will be able to report for duty within thirty (30) minutes. If the employee fails to report for duty within thirty (30) minutes, they will be charged with the overtime and such will be deemed a refusal to work overtime.

Section 2. Holiday call back shall apply to Article 21 of this Agreement.

Section 3. Should an employee work four (4) or more hours prior to the start of his or her normal shift, the employee will be relieved from duty for the purpose of providing six (6) hours' rest time. Any part of the rest time that coincides with the employee's next normal work shift will be compensated at straight time. As an example, if an employee works from midnight to 5:00 a.m. and would normally report to work at 7:00 a.m., he or she is not required to report to work until 11:00 a.m. In that example, an employee would receive straight time from 7:00 a.m. to 11:00 a.m. If the employee takes personal time to cover the rest of the normal work shift, he/she will remain eligible for overtime or call-back time after the end of that shift.

ARTICLE 28  
GENERAL

Section 1. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance at reasonable times at the discretion of the Employer.

Section 2. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer; but it is

agreed and understood that the Employer is not required to provide uniforms if the Employer does not require that they be worn.

Section 3. Suitable rain coats and hats, boots, and safety equipment will be furnished by the Employer at the discretion of the Employer.

Section 4. The Employer will furnish washrooms and lockers for the changing and storing of clothing for the employees of the Water and Sewer and D.P.W. departments.

Section 5. The City shall notify the Union immediately when any classification not listed on the wage schedule is established resulting from introduction of new types of equipment or for other reasons, the Employer may establish a classification and rate structure for same. In the event the Union, within two (2) weeks thereafter, notifies the Employer in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. Otherwise, the rate shall be effective as of the first date employees were assigned to the classification.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists for the use of the Union. All notices posted have the signatures of the Union Business Representatives or the Department Steward and shall be limited to notices of Union meetings and social affairs, notices of Union elections and results thereof and other official business, except political material of the Local and International. All other material may be removed from the board and appropriate discipline taken as to violators.

Section 7. In this Agreement, any reference to his or him shall be read to include all persons both male and female.

#### ARTICLE 29

#### TEMPORARY TRANSFERS AND PROMOTIONS

Section 1. Employees may be temporarily transferred within their department or into another department by the Employer, provided he/she is paid the job rate or their present rate, whichever is greater, and further provided that (a) such transfer does not exceed sixty (60) working days in a position vacated by death, retirement, discharge or voluntary quit of an employee, and (b) such transfer does not exceed ten (10) working days where management determines there is a manpower shortage or short-term increase in workload in a department. No posting will be required for temporary transfer. Anyone temporarily transferred will not accumulate seniority in the temporary position and will be paid the higher rate only for hours worked. Vacations, personal leave, or any other paid time off work will be paid at the

employee's regular classification rate of pay. For any temporary position filled by a posting, employees will be paid the new job rate for all hours worked and for compensated time off. At the end of the temporary transfer, the employee shall be returned to his/her original position.

If the City opts to continue the use of Clerk/Floater position(s), it shall be assigned to departments as determined by the City and said position shall not be eligible for any out of class pay.

Section 2. Vacancies occurring in any position in the bargaining unit in any department shall be posted on the bulletin board of each department for not less than five (5) days, and shall include the classification of the vacancy, the minimum qualification and pay rate. The successful bidder will be notified and the notice will be posted within five (5) days. All new job classifications created after the execution of this Agreement shall be posted in conformity with this Section.

Probationary employees whose classification falls within the bargaining units with respect to wages and grievance procedures shall not be allowed to bid on any vacant position within the bargaining unit until they have satisfied their probationary period.

Section 3. If a vacancy is determined by the Employer to be necessary, the Employer shall fill the same within thirty (30) days.

Vacancies will be filled by the following procedure:

DPW: All bidders for the position will be interviewed by a panel consisting of the DPW Director, the Deputy Director, the foreman who will directly supervise the position and two designees of the Union. However, if the bidder is from outside the DPW, the interview panel shall be the DPW Director, the Deputy Director, the bidder's current department head and two designees of the Union.

All other jobs: All bidders for the position will be interviewed by a panel consisting of the department head and assistant/deputy department head whose department has the vacancy, the bidder's current department head, and two designees of the Union. If the bidder is from inside the department, the interview panel shall be the department head, assistant/deputy department head, a department head selected by the Union and two designees of the Union.

All members of the interview panel shall receive training in interview techniques and legal requirements prior to conducting the interview. The interview panel shall use job-related questions based upon the job description for the vacant position. The interview panel shall prepare the questions prior to the interview. The interview panel shall review the personnel file of each bidder. No testing shall be used by the City.

The interview panels shall score each bidder according to a standard form. This position shall be awarded using the following formula: 80% (maximum) for category seniority and 20% (maximum) for interview score. If any bidder is from within a category, category seniority shall be used. If no bidder is from within the position's category, bargaining unit seniority shall be used. Applicants must meet the minimum job qualifications of the position at the time of the posting.

For purposes of this Section, "category seniority" shall mean the seniority accumulated (including any probationary period) within one of the two following categories:

Clerical

Clerk I / Floater  
Clerk II/Cashier  
Department Secretary/Secretary  
Elections/License Clerk  
Senior Secretary  
Appraisal Technician  
Bookkeeper  
Senior Bookkeeper  
Utility Specialist  
Permit Technician

Labor

Building Maintenance Worker  
Crew Leader  
Custodial Maintenance Crew Leader  
Custodian  
DPW Inspector Coordinator  
Equipment Operator  
Hydrant Maintenance  
Laborer  
Master Mechanic  
Mechanic/Mechanic Welder  
Meter Chief Reader/Repair  
Meter Reader/Repair  
Public Works Inspector  
Traffic Service Technician  
Mechanic Helper  
Building/Plumbing/Electrical Inspector  
Inspector Technician  
Technician 1  
Court Services Worker

Job descriptions shall be updated within ninety (90) calendar days after execution of the contract, with a draft given to the Union by that time for each position, for the purpose of discussing the content of job descriptions. No employee shall be displaced from his/her current position as a result of the updated job description.

The bidder awarded the position shall have an opportunity to perform the position for a period of not more than ninety (90) calendar days, with the City having the right to extend this period for an additional ninety (90) days to determine if he/she has the ability to perform or learn the job as determined by the department head. The bidder will be assisted in learning the job and evaluated in writing by his/her department head or his/her designee once a week during the probationary period with a copy of said evaluation to be forwarded to the Human Resources

Department and employee. If he/she does not qualify, the bidder with the next highest score shall be given the same opportunity.

If the department head determines the bidder does not have the ability to perform or learn the job, the department shall submit his/her reasons for that decision in writing to the Union and the bidder.

**Training:** Bargaining unit employees will be eligible to sign up for tuition reimbursement under the City's Policy Manual, even if they are not working towards a degree or the courses are not part of a college degree program, provided the courses are directly related to their current job or a job to which they could become promoted. For example, a clerical employee could take a community college course in Excel software or coursework required for an Assessor's certification, if there are jobs in the bargaining unit that require those skills.

Section 4. When an employee bids and is awarded a position for promotional purposes, they will remain at their current rate of pay during their probationary period (thirty (30) days). After the probationary period is successfully completed, the employee will be compensated at the rate of pay in the new position which corresponds to his/her Union seniority. (Example: If an employee has seven (7) months of Union seniority, he/she would be compensated at the six (6) month rate of the new classification. In the event the employee did not qualify, he/she shall be returned to his/her former position at that rate of pay.)

Section 5. The Employer will reserve the right to hire from the outside where it is determined by the Employer that no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

Section 6. Bids to fill vacancies posted by the Employer will be considered only from employees in classifications below the classification and rate of pay of the vacancy to be filled, except in the following cases:

(a) Bids will be considered from employees in equal or higher paid classifications who desire to bid into equal or lower paid classifications, but only under the following conditions:

1. The employee who bids has been in the classification from which he/she bids for at least one (1) year;

2. Any employee awarded a vacancy under this Subsection:

(a) Will be placed at the bottom of the seniority list in that classification in his/her department.

(b) No bids will be considered under Subsection (a) above from any employee who has been awarded a vacancy under that Subsection within a period of twelve (12) months prior to the date of the bid.

(c) Anyone awarded a job under the bidding process who resigns from the awarded position shall not be eligible to bid again for six (6) months.

Section 7. After ratification of the contract and before July 1, 2015, the parties agree to meet to review and discuss job classifications and assignments. After doing so, the City, without restrictions, may amend any job classifications and job descriptions, and may make operational adjustments, as required. Salary adjustments shall be subject to Article 28, Section 5.

The City shall reimburse the employee all costs associated with C.D.L. license who are required to maintain the C.D.L., if the employee passes health, driving, written exam, and/or any other state requirements. Employees will be allowed to test twice. Failure to successfully pass the testing shall subject the employee to termination. The employee who fails the test will, however, be given a demotion if there is an available position to which he/she has the qualifications to perform the job available at the time he/she fails to successfully pass the test or if one becomes available within sixty (60) days after same. Should a position not become available within sixty (60) days, the employee's termination will become final.

Section 8. The Employer has the right to require an employee to continue to work up to two (2) hours past the regular work day to complete unfinished job assignments without institution of the overtime seniority list. This is intended to cover unforeseen extension of the regular work day.

#### ARTICLE 30 DRUG TESTING

Section 1. Physicals/Drug Testing. Any current full-time employee who has been off work for a suspension of five (5) days or more or is reinstated for any reason or off work for any absence, illness, or medical leave for a period in excess of sixty (60) days may be required, at the City's discretion, to have complete testing and evaluations repeated the same as a new hire, including a drug screen and physical examination.

The City reserves the right to send any current or returning employee for a drug screen, physical examination, psychological testing, or other evaluation, etc., if reasonable cause is established. "Reasonable cause" shall include, but not be limited to any instance where a bargaining unit employee:

(i) suffers a work-related injury requiring an examination at the City's medical clinic, except for first aid (unless reasonable cause is established under other means), or

(ii) gets into an accident while driving a City vehicle or operating City equipment where operating that equipment while impaired is potentially dangerous to the employee or others (such as chainsaw or chipper). In that event, property damage is estimated by the Department Head or his designee to be at least \$1,000 or there is reasonable doubt about the validity of the employee's explanation of the cause of the accident. Inspection of the damage shall be made as soon as possible by the employee's immediate supervisor. Employees are required to truthfully and immediately advise their immediate supervisor of the accident.

Bargaining unit employees whose classification requires a valid C.D.L. shall submit to drug testing as required by law.

The City reserves the right to have the employee examined by a physician selected and paid for by the City.

The City agrees to comply with any and all applicable state and federal laws.

#### ARTICLE 31 SEASONAL / JANITORIAL EMPLOYEES

Section 1. No more than nine (9) seasonal employees shall work between April 1 and November 1. Seasonal employees shall work not more than twenty-nine (29) hours per week under the general direction of a Crew Leader during regular working hours. Seasonal employees may work weekends and holidays to clean parks and park facilities or eliminate safety hazards (such as broken equipment) without a crew leader being scheduled, unless the seasonal employees are scheduled to work more than two (2) hour shifts. Seasonal employees may also work as part of the Parks crew with bargaining unit employees on holidays and weekdays, although not necessarily at the same job site. Seasonal workers shall be paid an hourly rate of \$10.00 per hour, and notwithstanding any other Article of this Agreement, these part-time employees shall not receive any benefits, except as required by law.

Seasonal employees may perform any duty described in the Job Description. Seasonal employees may not operate any equipment requiring a CDL license, i.e, front end loader or a backhoe, etc, but may operate gas-powered equipment and any other equipment not requiring a CDL license. Seasonal employees shall not cut grass on weekends or holidays.

Seasonal employees shall not accrue seniority and their assignment and work schedule is determined by the City, based on the City's operational demands, and their employment is considered as an at-will employee.

The City shall have no obligation to promote a seasonal employee to a part-time or full-time position.

Section 2. Seasonal employees will not be offered overtime (after 3:30 p.m., Monday through Friday) unless bargaining unit DPW employees who are trained on the job are first offered the overtime.

Section 3. Parks crew positions shall be posted and filled in accordance with Article 29, Section 3. Initially, only employees in the classification may bid for that classification. For example, only Crew Leaders can bid for Crew Leader positions. If no one in the classification bids, the employee with the least seniority in the classification shall be assigned to the Parks crew.

Section 4. Janitorial Services.

The City may employ part-time janitors and/or court service worker coordinators up to twenty-nine (29) hours per week to perform janitorial, custodial, painting, and simple maintenance work in and on City owned and operated facilities and properties, and other duties as described in the job description. These employees shall be paid an hourly rate of \$12.00 per hour and notwithstanding any other Article in this Agreement, these part-time employees shall not receive any benefits, except as required by law.

Part-time employees shall not accrue seniority and their assignment and work schedule is determined by the City, based on the City's operational demands, and their employment is considered as an at-will employee.

The City shall have no obligation to promote a part-time employee to a full-time position.

ARTICLE 32  
DISCRIMINATION AND COERCION

Both parties agree that the provisions of the Agreement shall be equally applied to all employees without discrimination or coercion as to age, sex, race, color, marital status, creed, national origin, or political affiliation.

ARTICLE 33  
EQUIPMENT TRAINING

Section 1. The City of Romulus will agree to provide equipment training to employees on Saturdays to be determined by the Employer and the Union. The members of the Union will not be paid for the training. The training will be offered on the basis of seniority in the classification which the equipment affects.

**ARTICLE 34**  
**STATUTORILY REQUIRED EMERGENCY MANAGER**

**Section 1.** This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 432 of 2012 or any other regulations or law adopted by the State of Michigan.

The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of this language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) P.A. 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

**ARTICLE 35**  
**WHOLE AGREEMENT**

**Section 1.** No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto, unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, and arrangements heretofore existing.

**ARTICLE 36**  
**TERMINATION OF AGREEMENT**

**Section 1.** This Agreement shall be in full force and effect from July 1, 2014, to June 30, 2018, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

## ARTICLE 37

### USE OF CO-OP/INTERNSHIP STUDENTS

Section 1. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion. The City shall reserve the right to the use of co-op students and interns comprising of High School and/or University level individuals for purposes of obtaining work product in the office and field settings. The use of co-ops/interns shall be prohibited if such usage would result in the layoff of a bargaining unit member. Co-ops/interns may be paid or unpaid, the work assignments shall be designated by the department hosting the co-op students, and for the purposes of providing credit towards student curriculum goals. These co-ops/interns will not be authorized to use powered equipment, but however can use electronic devices typically used in the office or field. The use of co-ops/interns shall be limited on a part-time basis throughout the year.

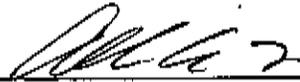
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the \_\_\_\_\_ day of September, 2014.

City of Romulus

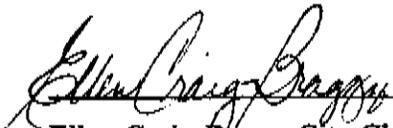
Teamsters, State, County and  
Municipal Workers, Local 214



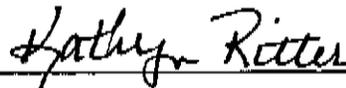
LeRoy D. Burcroff, Mayor



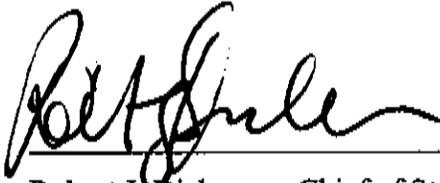
Allen Lewis, Business Agent



Ellen Craig-Bragg, City Clerk



Kathryn Ritter, Chief Steward



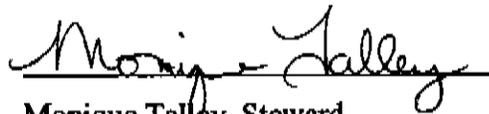
Robert J. Dickerson, Chief of Staff



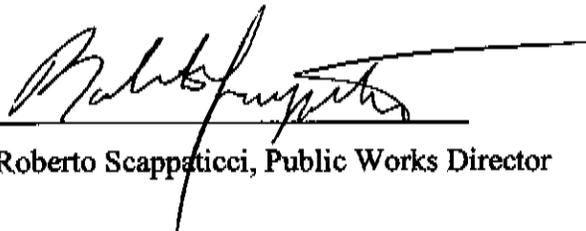
Chalin Makowski, Steward



Robert McCraight, Public Services Director



Monique Talley, Steward



Roberto Scappaticci, Public Works Director

**APPENDIX "A"**

**WAGE SCHEDULES**

(Applies to Contract Effective July 1, 2014 through June 30, 2018)

**WAGE SCHEDULE  
EFFECTIVE 7/1/14  
TEAMSTER'S CLASSIFICATIONS/WAGES  
FOR EMPLOYEES HIRED AFTER 03/10/08  
START AND 1 YEAR STEPS FROZEN AT 2005 RATES**

CLASSIFICATION	PAY GRADE	POSITION NUMBER	SALARIES / STEP TABLE			
			Start	1.Yr.	2.Yr.	3.Yr.
Appraisal Technician	T21	1900	20.8987	20.8643	21.0453	21.2252
Bookkeeper	T07	700	15.4545	17.3839	19.3156	19.5684
Building Maintenance Worker	T17	1800	16.9457	19.0840	21.1822	21.4504
Building/Plumbing/Electrical Inspector	T26	2500/2800/2700	25.0256	25.3722	25.7199	26.0676
Clerk I	T01	100	13.3617	15.0317	16.7029	17.1356
Clerk II/Cashier	T02	200/250	14.7778	16.6248	18.4723	18.7083
Crew Leader	T24	2300	17.2846	19.4437	21.6049	22.6502
Custodial Maint. Crew Leader (no s. p.)	T15	2301	16.5601	18.6295	20.6989	21.4442
Custodial Maint. Crew Leader (w/.10 s. p.)	T29	2301	16.6601	18.7295	20.7989	21.5442
Custodian (no shift premium)	T28	800	14.9771	16.8480	18.7213	19.2852
Custodian (w/.10 shift premium)	T08	800	15.0771	16.9480	18.8213	19.3852
Departmental Secretary/Secretary	T05	600/2001	15.4037	17.3299	19.2538	19.5055
DPW Inspector Coordinator	T27	2800	20.4879	23.0487	25.6107	26.0676
Elections/License Clerk	T03	300	15.2867	17.1996	19.1081	19.5198
Equipment Operator	T16	1600	20.9007	21.0828	21.2639	21.4471
Garage Control Clerk	T14	1400	16.3464	16.5164	20.4338	21.0707
Hydrant Maintenance	T13	1300	16.2437	18.2736	20.3046	20.7263
Inspector Technician	T20	1800	15.5218	17.4623	19.4028	20.0397
Laborer	T04	400	14.9743	16.8442	18.7174	19.2858
Master Mechanic	T23	2200	21.6049	21.9526	22.3014	23.3401
Mechanic Mechanic/Welder	T22	2000/2100	20.6612	20.9217	21.1833	21.4449
Meter Chief Reader/Repair	T19	1700	17.7868	20.0110	22.2330	22.6469
Meter Reader/Repair	T11	1100	15.9611	17.9568	19.9514	20.7197

<b>Public Works Inspector</b>	<b>T25</b>	<b>2400</b>	<b>25.0256</b>	<b>25.3722</b>	<b>25.7199</b>	<b>26.0676</b>
<b>Senior Bookkeeper</b>	<b>T10</b>	<b>1000</b>	<b>18.2280</b>	<b>18.2549</b>	<b>20.2826</b>	<b>20.6049</b>
<b>Senior Secretary</b>	<b>T09</b>	<b>900</b>	<b>16.1223</b>	<b>18.1366</b>	<b>20.1523</b>	<b>20.6038</b>
<b>Traffic Service Tech</b>	<b>T12</b>	<b>1200</b>	<b>16.2316</b>	<b>16.3442</b>	<b>20.2892</b>	<b>20.7130</b>
<b>Utility Specialist</b>	<b>T06</b>	<b>500</b>	<b>15.4037</b>	<b>17.3299</b>	<b>19.2636</b>	<b>19.5055</b>
<b>Court Services Worker/Laborer</b>	<b>T04</b>	<b>400</b>	<b>14.9743</b>	<b>16.8442</b>	<b>18.7174</b>	<b>19.2858</b>
<b>Clerk I / Floater</b>	<b>T01</b>	<b>100</b>	<b>13.3617</b>	<b>15.0317</b>	<b>16.7029</b>	<b>17.1356</b>
<b>Permit Technician</b>	<b>T20</b>	<b>1800</b>	<b>15.5218</b>	<b>17.4623</b>	<b>19.4028</b>	<b>20.0397</b>

## **APPENDIX "B"**

### **FAMILY AND MEDICAL LEAVE ACT AND AMERICANS WITH DISABILITIES ACT, C.D.L. LANGUAGE**

**Section 1. Americans with Disabilities Act (A.D.A.)** This contract shall be in compliance with the Americans with Disabilities Act (A.D.A.). 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 A.D.A. and recognize the need to reasonably accommodate the disabled, as provided for under the A.D.A. They agree to meet, as necessary, during the term of this Agreement to discuss any specific problems which may arise on complying with the A.D.A.

#### **Section 2. Family and Medical Leave Act (F.M.L.A.)**

(a) The City and the Union shall comply with the Family Medical Leave Act (F.M.L.A.) and the regulations implementing that which are specifically incorporated herein. Employees paid time off such as sick days and personal days will be charged for F.M.L.A. leave, in accordance with F.M.L.A. regulations.

(b) Unpaid F.M.L.A. leave will not be granted until all paid time off to which an employee can be charged for F.M.L.A. leave is exhausted, with the exception of earned vacation time which will not be charged for F.M.L.A. leave. Said time to be retained by the employee pursuant to the contract.

(c) Health insurance coverage will be maintained for the duration of the F.M.L.A. leave. Upon their return from F.M.L.A. leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced the leave, in accordance with F.M.L.A. regulations.

(d) Employees shall also remain entitled to all other benefits to which they are entitled under this Agreement.

#### **Section 3. Commercial Driver's License (C.D.L.)**

(a) This contract shall be in compliance with state and federal Commercial Driver's License (C.D.L.) laws and regulations. Employees covered by this contract shall be entitled to all rights as contained within the contract. The City and Union shall comply with their obligations under all C.D.L. laws and regulations. They agree to meet as necessary during the term of this Agreement to discuss any specific problems which may arise in complying with state and federal C.D.L. laws and regulations.

## **APPENDIX "C"**

### **CALL-IN OVERTIME PROCEDURES**

Pagers and/or Paging systems shall not be considered or included in the notification process for the overtime call-in procedure.

Due to the emergency nature public works operations, with response time of the utmost importance, only one (1) phone numbers per employee shall be allowed for the purpose of the call-in overtime procedures. If there is no employee response at the phone number, the next eligible employee meeting the criteria for the specific overtime shall be called.

Employees shall have the option to sign a waiver for any call-in offers of overtime. (Offers of scheduled overtime shall be exempt from this waiver). This waiver shall not be considered a permanent action, but voiding the waiver shall only be allowed quarterly and shall coincide with the Union's Quarterly Overtime Computation Sheet.

At each stage of the overtime call-in procedure, the "ability to perform the job" shall be a consideration and justification for call-in. Employees will be offered the call-in and asked if they can do the job. If the employee truthfully states no, the employee does not need to report to work. If the employee truthfully states yes, that employee shall be offered the call-in opportunity. In that event, the employee has the option of declining the call-in opportunity or reporting to work for the call-in.

### **USE OF CLASSIFIED EMPLOYEES**

- A. Crew Leader:**
1. Crew Leader within Division
  2. Crew Leader outside Division with lowest O.T. hours
  3. Operator within Division used as the Crew Leader
  4. Operator outside Division with lowest O.T. hours  
Used as Crew Leader
  5. Laborer within Division used as Crew Leader
  6. Laborer outside Division used as Crew Leader

- B. Equipment Operator:**
1. Operator within Division
  2. Operator outside Division with lowest O.T. hours
  3. Classified Employee w/CDL with lowest O.T. hours  
Used as Equipment Operator

**C. Laborer:**

1. Laborer within Division
2. Laborer, Mechanic Laborer, Court Labor, outside Division with lowest O.T. hours

**D. Meter Reading Duties:**

1. Meter Reader
2. Crew Leaders within the Water/Sewer Division
3. Operators within the Water/Sewer Division
4. Hydrant Maintenance Laborer
5. Laborers with lowest O.T. within Water/Sewer Division
6. Outside Division with lowest O.T.

**CALL-IN PROCEDURE – SNOW AND ICE REMOVAL OVERTIME**

**For Equipment Requiring a CDL**

1. Roads Crew Equipment Operators
2. Roads Crew – Crew Leader
3. Equipment Operators from other DPW crews
4. Crew Leaders from other crews
5. All other classified employees who have a CDL based on lowest O.T. hours

**For Equipment Not Requiring a CDL**

6. Labor – Roads Crew
7. Labor outside Division with lowest O.T. hours

**CEMETERY BURIALS – CALL-IN AND SCHEDULED**

1. Equipment Operator any Division with Low O.T. hours
2. Crew Leader any Division with Low O.T. hours
3. Laborer with CDL any Division with Low O.T. hours
4. All other classified employees who have a CDL based on lowest O.T. hours

**APPENDIX "D"**  
**LAST CHANCE AGREEMENT**

Whereas, the above referenced individual was found guilty of violation of the drug policy described in the collective bargaining agreement between the City and Teamsters Local 214 on \_\_\_\_\_, and;

Whereas, the Romulus Department of Public Works will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided the employee is found by medical examination to be capable of performing all duties of the classification as determined by the Romulus Department of Public Works and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. The employee must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. The employee must complete a rehabilitation program as prescribed by the substance abuse professional and/or an authorized rehabilitation source.
3. The employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
4. The employee may be allowed to use sick time and vacation time, in that order, and apply for a medical leave of absence if required, while undergoing rehabilitation.

The rehabilitation program as prescribed by the substance abuse professional and/or an authorized rehabilitation source shall be paid for by the employee, subject to the City- provided insurance program.

5. Once authorized to return to duty, the employee must submit to a periodic urinalysis on a timetable as may be determined by the Substance Abuse Provider, with a minimum of at least six (6) times in the first twelve (12) months, and subsequent random testing in accordance with the collective bargaining agreement between the City and Teamsters Local 214. The alcohol and drug re-testing shall be paid for by the employee. The employee may use City-provided health insurance if covered by that policy.
6. Upon clearance by the medical facility designated by the City and reinstatement of his/her CDL, \_\_\_\_\_ shall be returned to the Department of Public Works to his/her former position. If the CDL is not reinstated, the employee shall be placed in the Laborer position, provided he/she has been cleared by the medical facility designated by the City.
7. \_\_\_\_\_ shall submit to controlled substance/alcohol testing at the discretion of the City. If any such test shows a positive result for the presence of a controlled substance/alcohol, \_\_\_\_\_ will be discharged from employment with the City of Romulus, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Department of Public Works between \_\_\_\_\_ and the date of return to duty. No other wage or benefit is due or owing, and waives any claim thereto.

9. The Union shall withdraw with prejudice the Grievance # \_\_\_\_\_ (agrees not to file a grievance) and shall release and discharge the City from any and all claims relating thereto. The City shall release and discharge Teamsters and Teamsters Local 214 (collectively, "the Union") and \_\_\_\_\_ from any and all claims relating thereto. \_\_\_\_\_ shall release and discharge the Union and the employer from any and all claims relating to Grievance # \_\_\_\_\_ (not filing a grievance), including but not limited to the processing and arbitration of this grievance. Further, \_\_\_\_\_ releases the City and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Romulus whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Romulus and the Local Union.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the City.
13. This last chance agreement is for \_\_\_\_\_ only. This is a non-precedent setting last chance agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief Union Steward

\_\_\_\_\_  
Public Services Director

\_\_\_\_\_  
Chief of Staff

**APPENDIX "E"**  
**WAIVER AND RELEASE OF RETIREMENT**  
**HEALTH INSURANCE BENEFITS**

I voluntarily and irrevocably waive all retiree health care benefits that may be provided to me as a retiree as well as those benefits that may be provided to my spouse and all eligible dependents. I understand and agree that, by voluntarily electing to waive these retiree health care benefits, I am forever releasing the City of Romulus, its officers, elected officials and appointed officials, and others working on the behalf of the City of Romulus, in the provision of and administration of the City of Romulus retiree health care benefits plan. Furthermore, I forever and irrevocably waive and release any right or entitlement to health insurance, benefits, protections, off-set payments and any causes of action in relation to this health insurance forfeiture or based thereon, including, but not limited to, any claim or cause of action arising from City policies, procedures, collective bargaining agreements, or any applicable federal, state or local law, statute or regulation.

In consideration for my forfeiture of health insurance rights, entitlements, privileges, benefits, and coverage upon separation and/or retirement, the City of Romulus shall pay me a one-time lump sum of One Hundred Fifty Dollars (\$150) for each full month of completed service, pursuant to the collective bargaining agreement between the City of Romulus and the Teamsters, Local 214. "Full month of completed service" is defined in the 2014-2018 collective bargaining agreement between the City of Romulus and Teamsters, Local 214. The undersigned acknowledges and agrees to be solely responsible for any and all tax consequences of this one-time payment and shall hold the City of Romulus harmless for any tax liabilities resulting there from.

I understand the action that I am taking by voluntarily waiving my access to and provision for City of Romulus sponsored retiree health care benefits for me as a retiree, my spouse and eligible dependents. I further acknowledge and agree that this Waiver is irrevocable and may not be changed, withdrawn or modified at any time in the future, and by executing this voluntary irrevocable Waiver, I agree to forever forfeit any retiree health care benefits available as a retiree of the City of Romulus.

I further declare and represent that no promise, inducement, or agreement not herein expressed has been made to me, and that this Waiver and Release contains the entire agreement between the parties hereto and that the terms of this Waiver and Release are contractual and not a mere recital.

This Waiver and Release is to be construed in accordance with the laws of the State of Michigan.

The One Hundred Fifty Dollars (\$150) for each month of completed service (less applicable taxes and deductions) shall be paid directly to me.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Michigan

My Commission Expires: \_\_\_\_\_

For the CITY OF ROMULUS

\_\_\_\_\_  
Dated: \_\_\_\_\_

Its: \_\_\_\_\_

**APPENDIX "F"**  
**LETTER OF UNDERSTANDING**  
**CEMETARY BURIALS**

The parties agree that for the duration of this Agreement that the City shall be able to contract out the Vault Services related cemetery work to a private vendor, however, bargaining unit members shall still be required to be used for the digging of the hole and the filling of the hole. It is agreed that a minimum of one Teamster employee shall be present at all burials, whether conducted during work hours or after work hours.

LETTER OF UNDERSTANDING

The City of Romulus ("City"), and Teamsters Local 214 ("Union"), subject to ratification of the City Council and Union membership, agree as follows:

1. Article 5 - Subcontracting

a) This Letter is intended to authorize the City's use of Subcontractors as means to accomplish grass cutting and basic grounds keeping in the following areas:

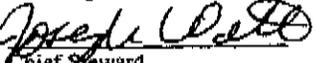
Cemetery  
Romulus Historical Park  
Mary Ann Bank Park

b) The parties agree that the Subcontractors shall be allowed to engage in this activity. This Letter of Understanding shall supersede the April 24, 2012 arbitration award regarding the arbitrator's ruling on Subcontractors.

2. This Letter shall remain in effect from the effective date of this Letter until June 30, 2014, unless extended in writing by both the Union and City.

TEAMSTERS LOCAL 214

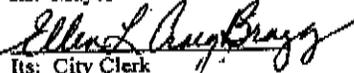
  
Staff Representative

  
Chief Steward

Date: September 21, 2012

CITY OF ROMULUS

  
Its: Mayor

  
Its: City Clerk