

CONTRACT

Between

**Hamtramck
City Employees**

Local 666, AFSCME, AFL-CIO

and

City of Hamtramck

March 19, 2015 to November 12, 2015

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I. PURPOSE AND INTENT

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and also provide a method of redress of grievances between the parties.

II. UNION RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, 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 Class "C" Employees of the Employer included in the bargaining units described, except the Personnel Director, Library Director, and employees of the Hamtramck Housing Commission as of July 1, 2004.

A. AID TO OTHER UNIONS

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

B. UNION SECURITY

Employees covered by this agreement at the time it became effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of this Union during the life of this Agreement shall be required to continue membership in the Union for the duration of this

Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this section.

Any person certified and employed by the City and covered by this Agreement will become a member of the Union as a condition of employment. Failure to comply with this requirement will result in discharge of the employee within fifteen (15) days.

C. PAYMENT BY CHECK-OFF

1. The Employer agrees to deduct Union membership initiation fee, assessments and twice each month, dues from the pay of employees. The amounts to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Secretary-Treasurer of Local #666 by the 1st day of the succeeding month, after such deductions are made.

2. AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY _____

 Last Name First Name Middle Name

TO _____

 Employer Department

EFFECTIVE DATE _____

3. The Employer agrees to provide this service without charge to the Union.

D. STEWARDS

There shall be two (2) Stewards representing employees covered by this contract: One (1) representing Office Clerical Workers, One (1) representing Non-Office (Non-Clerical) Workers.

E. EXECUTIVE BOARD

The Executive Board of the Local shall meet for a period of two (2) hours each month on City time, without forfeiture of compensation or privileges. Notice shall be given to respective Department Heads.

F. GRIEVANCE COMMITTEE

The Grievance Committee shall consist of five (5) members; two (2) Stewards, President of the Union and two (2) others appointed by the President. Any three (3) of the five (5) are empowered to act as the full Grievance Committee.

III. GRIEVANCE PROCEDURE

Should differences arise between the City and the Union during the terms of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedures shall be adhered to:

STEP I

Any employee(s) who believes he/she has been unjustly dealt with OR THAT any provision of this contract Agreement has not been properly applied to or interpreted within fifteen (15) working days of learning of grounds for such belief may:

- A. Discuss his/her complaint with his/her Supervisor, with or without the presence of his/her Chief Steward. In the event that their Supervisor is unavailable for five (5) or more working days, the complainant may discuss the issue with an individual designated by the City Manager.

- B. The employee shall have the right to discuss the complaint with his/her Chief Steward before any discussion with Supervisor.
- C. The Supervisor shall release the employee and Chief Steward to be off the job without loss of time or pay without undue delay to discuss the complaint.
- D. The parties shall discuss the complaint in a friendly and businesslike manner and will make every effort to reach a satisfactory settlement at that point.
- E. In any case where the Chief Steward is involved, the Chief Steward, or in his/her absence the alternate (being a member of the Grievance Committee), shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement.
- F. If the Supervisor's answer is not acceptable to the Union, the Chief Steward, without loss of time or pay, will be granted time to consult and submit the grievance to the Grievance Committee.

STEP 2

- A. If the matter is not settled in Step 1, the grievance shall be written and filed by the designated Union Representative not more than ten (10) working days after the Step 1 meeting and must contain:
 - 1. Name or names of employees involved in the grievance, location, seniority, pension number, classification, shift, department, and signature of employee(s).
 - 2. Union Policy Grievance.
- B. The nature of grievance complaint.
- C. Date of Grievance.

- D. Disposition requested, specifying in detail what must be done to correct the Grievance complaint.
- E. Grievance number.
- F. The Chief Steward, without loss of time or pay, will be granted time to submit and review the grievance with the Grievance Committee.
- G. All written grievances will be submitted by the Grievance Committee to the Division Head or his/her designated representative.
- H. Two (2) representatives of the City, one of whom shall be the employee's supervisor or his/her designated representative, the Grievance Committee and the Chief Steward shall meet to discuss the grievance within five (5) working days after receipt of the written grievance.
- I. The employee's supervisor's written answer shall be presented to the Grievance Committee within three (3) working days after the meeting and shall set forth the facts he/she took into account in answering the grievance.

STEP 3 ARBITRATION

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this contract, or any supplementary agreement or letters and memorandums of understanding appended to this contract, which have been fully processed through the last step of the grievance procedure, shall be submitted to arbitration in strict accordance with the following:

- A. The City and the Union shall select a neutral arbitrator to hear all the facts in the case and render a decision as quickly as possible. In the event the City and the Union are unable to agree on the selection of such neutral arbitrator, he/she shall be selected by and under the rules of the

American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties hereto.

- B. The arbitrator's expense shall be equally shared by both parties. The parties will follow the above procedure unless either party demands expedited arbitration in a disciplinary case or the Union demands expedited arbitration in a non-disciplinary case.

In that event, the parties will request a list of fifteen (15) arbitrators from the American Arbitration Association (AAA) who will agree to hear the case within thirty (30) days of receipt of the demand. The parties will alternately strike names by means of a conference telephone call conducted by the AAA until seven (7) names remain and those seven (7) shall be ordered according to the combined preference of the parties. In the course of said call, the AAA will identify all potential hearing dates agreeable to the parties within the thirty (30) day period. The AAA will then contact the arbitrators in order of preference until an arbitrator is available to conduct a hearing within thirty (30) days at a time convenient to the parties. That arbitrator will be designated to hear the case in question. The hearing shall proceed to conclusion except for good cause shown or the stipulation of both parties to adjourn. In the event no arbitrator is selected by this procedure, expedited arbitration shall proceed pursuant to the standard AAA expedited arbitration rules. Said rules notwithstanding, either party may submit a brief at the conclusion of the hearing within five (5) working days. The arbitrator will rule within five (5) working days of receipt of brief(s), if any.

In any matter submitted to an arbitrator pursuant to this Agreement, the arbitrator shall strictly limit his/her decision to the interpretation,

application or enforcement of this agreement and he/she shall be without power and authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any payments received subsequent to his/her removal from the City payroll from unemployment insurance, welfare, and aid to dependent children. Where appropriate, the City shall reimburse those agencies and insurance funds so as not to affect the employee's equity therein.

There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City and on the Union.

C. MANAGEMENT RIGHTS

The City is entitled to transfer, assign or reassign employees to different departments and positions within the City without negotiation. If an employee is transferred or reassigned to a position in a higher classification, that employee will be entitled to the higher-class pay.

IV. SPECIAL CONFERENCE

Special conferences may be requested by either the Union President or the City Manager or their designees. At least two (2) but not more than four (4) representatives of the parties shall be in attendance at a special conference unless another number is otherwise specified by the parties.

The party requesting such a conference shall request the same in writing, setting forth a specific agenda. The party requesting a conference shall suggest two dates and times

at least seven (7) working days in advance of the date of the conference. Conferences shall be held in the city offices during regular working hours Monday through Friday. The Union representatives shall be permitted to caucus without loss of time or pay for at least one hour immediately before the conference.

V. HOURS

- A. The work week of all Class "C" employees shall be forty (40) hours, including one (1) hour lunch period per day with time and one-half for all time in excess of eight (8) hours in any one day including lunch period in the employee's scheduled work day.
- B. Lunch hour is not to be taken at the beginning nor at the hour preceding the end of the eight (8) hour work day.
- C. Employees working on special days off designated by the Common Council shall be paid time and one-half in addition to their regular pay.
- D. Any employee covered by this Contract called out to work outside of regular working hours shall receive not less than four (4) hours compensation for each call.
- E. Employees working in a higher classification shall be paid the wage differential.
- F. Overtime pay shall be based on actual hours worked and scheduled utilized leave time; but not sick leave, unscheduled personal leave, bonus days, etc. Under no circumstances shall an employee be entitled to double overtime.
- G. **WAGES**
All employees certified by the City Manager for permanent employment in the City shall be compensated in conformity with the Annual Wage Scales, listed in Section XXIII on the basis of two hundred sixty (260) working days in any fiscal

year. Any working days in excess of two hundred sixty (260) working days in a fiscal year will be compensated accordingly.

All members are required to utilize direct deposit.

J. BUDGET

During the regular consideration of the budget, the City agrees that the Union President or his/her designee may attend all budget board meetings without loss of time or pay. The City further agrees to provide a copy of the proposed budget to the Union President or his/her designee prior to the day upon which said budget is scheduled for adoption by the City Council. The Union President or his/her designee will be given the right to address the City Council on the question of the adoption of the budget under the same terms and conditions as any resident of the City prior to the vote for adoption.

K. INCREMENTS

There shall be zero (0%) percent wage increases across the board for the duration of this Agreement.

L. OVERTIME PROCEDURE

The overtime shall be granted on the following basis:

1. Overtime shall be assigned in terms of the employee's seniority standing on a classification seniority list.
2. Department Heads following such established order shall distribute all necessary overtime on an equitable basis.
3. In the event an employee does not avail him/herself the opportunity to work overtime, he/she shall be charged with such time as if actually worked the number of hours worked by his/her replacement.
4. The time charged will be in terms of the rate of overtime involved. It shall be the duty of the Department Head to distribute the hours in such a way

that no employee on the list shall differ from any other employee by more than twenty-four (24) hours after each four (4) hours of overtime.

5. An employee working overtime will be entitled to a paid lunch period after four (4) hours of overtime. Said lunch period will be of one-half hour duration.

M. FOUL WEATHER GEAR

The City shall provide foul weather gear and safety equipment wherever working conditions require the same. Failure to provide the above by the management shall result in the refusal of an employee to perform the task assigned.

VI. SCHEDULES AND ASSIGNMENTS

- A. Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Emergency conditions shall be defined as those situations caused by factors beyond the control of management such as acts of God which cannot be anticipated or planned for in the normal course of departmental operation.
- B. For purposed of this Article, an employee is deemed to be working "out-of class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an

absent employee shall not constitute an "out-of-class" assignment if such duties are appropriate to the classification of the person assigned.

- C. If an employee is so assigned the duties of a higher classification, he/she shall be compensated on an "out-of-class" basis at the rate of the appropriate classification for all such "out-of-class" hours worked.
- D. If an employee is so assigned the duties of a classification of the same grade for three (3) or more consecutive work days and/or a total of six (6) or more work days in any calendar month, he/she shall be compensated on an "out-of- class" basis at the rate of an additional One (\$1.00) dollar per hour for all such "out-of-class" hours worked.

VII. TEMPORARY EMPLOYEES

The City may hire temporary employees to do work that does not specifically fall within the scope of any position covered by this agreement. Temporary employees will be permitted within the scope of any classification only under the following terms and conditions:

- A. The City will not hire temporary employee(s) for the purpose or intention of undermining the union, nor to discriminate against any of its members, nor shall any seniority employee be laid-off, demoted or displaced due to hiring temporary employees.
- B. The City Manager or his designee will hold advance informational discussions with the union prior to said temporary employee(s) being hired. The Union will be advised of the date of hire, nature and scope of work to be performed and the reasons why the City is contemplating hiring temporary employee(s).

VIII. SUPERVISORY PERSONNEL

Foremen and supervisor shall act in a supervisory capacity only. They shall not perform any work or operation performed by regular employees or operators at any time whatsoever, except in cases of emergency or for the purpose of instruction. Supervisors shall check all equipment for safety and likelihood of injury to employees.

IX. SUB-CONTRACTING

- A. Employees NOT effected. The City will not subcontract any office work in the Local.
- B. Duties Effected. Subcontracting will only be applicable to DPW (non-office) bargaining unit duties.
- C. Subcontracting and Job Security. The City shall have the right, notwithstanding any provision in the Collective Bargaining Agreement, to immediately subcontract any or all of the City's non-office DPW functions and services that are currently being manned or operated by bargaining unit employees, excluding office employees.

No current non-office DPW bargaining unit employee as of July 1, 2004, will have his employment terminated as a result of said subcontracting. Nor will a non-office DPW bargaining unit employee suffer a reduction in pay or hours as a result of this subcontracting. The City will maintain the employee's forty (40) hour workweek.

Current non-office DPW employees will remain in their present job and will not be assigned to other duties.

Current DPW employees will not be supervised by non-City employees

X. SENIORITY

- A. Seniority is established primarily to serve as a basis for determining credits in lay-offs and re-employment of City employees. Seniority is defined as the length of recognized service for the City of Hamtramck, commencing with the date of regular appointment to a position in the classified service. Seniority credits shall include continuous service rendered to the City.
- B. An employee's standing on a classification seniority list shall be determined by the total years, months, and days of service, starting with the date of regular appointment to a position in the classified service. Seniority shall not be limited to period of time gained only within a particular classification but shall be cumulative.
- C. The seniority of employees who have resigned and have been separated from service and, further, have had such resignations withdrawn within the six (6) month period shall date from the time of re-employment. All seniority accumulated prior to the date of resignation shall be irretrievable.
- D. Seniority of an employee on authorized sick leave and eventually, by that token, placed on the Re-employment List, shall be preserved and his seniority be placed in escrow not to extend beyond the time of Re-Employment List conditions (City Charter; Chapter IXA, Sec. 25).
- E. The President and two (2) Stewards shall have the top seniority for lay-off purposes only.

XI. REDUCTION AND RE-CALL OF PERSONNEL

- A. If, at any time, it shall be deemed necessary by the City Council of the City of Hamtramck to reduce the personnel of any department, such reduction shall be had by suspending the lowest in seniority, commencing with the Probationer, if

any, then the last hired into the Classified Service, and continuing until such reduction in personnel shall have been made as may be required by the particular exigencies of the time. Any increase in personnel of such department to the status or number of existing prior to said reduction shall be made by reinstating the last employee so suspended and continuing in numerical order until all such reinstatements shall have been made. Layoffs shall be by seniority and in their respective office and non-office units. This means that there will be no bumping by Union members between office and non-office units as a result of layoffs.

- B. When a reduction of regular employees is necessary from a position in a series in which there are lower classes, and there is in such lower class an employee having less seniority, the employee about to be reduced shall be demoted (if he/she so elects) to the position in the lower class occupied by the employee having less seniority; similarly, a regular employee so displaced shall be demoted to a position in the City service in the next lower class of a proper series: i.e., proper clerical and non-clerical types, to be considered separately, if he/she so elects, occupied by an employee having less seniority; provided further, no regular employee shall be reduced while there are temporary, provisional, or probationary employees serving in positions of the same class affected throughout the City.
- C. Employees recalled to work shall be notified in writing by first class mail and Certified Mail, Return Receipt Requested, at the employee's last known address. Such employee shall be given fifteen (15) calendar days from the date of mailing, in which to return to work.

XII. DISMISSALS AND DEMOTIONS

Discharges, demotions, and suspensions shall be made only for just cause after the grievance procedure is exhausted through the Second Step. In case of personnel changes stated above, the employees shall be furnished with a written notice of such action immediately upon the institution thereof. Such notice shall be in writing and set forth clearly and in detail the reasons for the above action.

Any individual employee at any time may present grievances to his employer and have the grievance adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative had been given opportunity to be present at such adjustment.

In imposing any disciplinary action, the employer shall not take into account any prior infractions which occurred more than twenty-four (24) months prior to current alleged infraction.

XIII. VACANT POSITIONS

The order in filling a vacant position shall be:

1. Demotion
2. Transfer
3. Promotion
4. Laid Off Employees
5. Reinstatement
6. Original Entrance

In the event a vacancy or new position occurs within the Class "C" group, the position title shall be posted near the time clock in City Hall and on the Local 666 bulletin board and at the Library, and a copy forwarded to the union within fifteen (15) working days.

Employees shall be extended a period of five (5) work days from the date of posting to present, in writing, to the City Manager and respective department heads, requests for demotion, transfer or reinstatement.

In cases of demotion, transfer, or reinstatement, seniority employees within the particular classification shall be given preference only when other factors are equal.

All vacancies shall be filled according to the above procedure from established eligibility lists within fifteen (15) working days after posting.

XIV. NEW POSITIONS

Whenever it is proven that new positions are necessary for the efficient operation of any department, the Budget Board/Common Council shall make the necessary appropriation for same with the Union's Consent.

Any employee hired after April 7, 2005, shall receive all the benefits entitled to all members except:

- No clothing allowance shall be received;
- Birthday shall be eliminated as a holiday;
- Life insurance benefit shall be eliminated;
- Bonus days shall be eliminated;
- Emergency leave days shall be eliminated;
- Employee shall only receive single-person health care and shall be responsible for one hundred percent of the difference in premiums two-person or family health insurance and single person coverage. Such cost sharing shall continue upon retirement under the Contract;
- Employee shall only receive three days for the funeral of a spouse, child, parent, or sibling. No other funeral days shall be granted.

XV. PROMOTIONS

- A. The employer shall make promotion within each unit available on a seniority basis to its employees who possess the general qualifications for the job as well as the special qualifications and training or experience necessary for the job.
- B. Job vacancies shall be posted for a period of seven (7) calendar days on all bulletin boards in designated work areas.
- C. Such notice shall remain posted for seven (7) calendar days before the job is filled and the employer, whenever possible, fill such job from present employees according to Paragraph A
- D. The employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion on or before the seventh (7th) calendar day the job is posted.
- E. If it should become necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward by the City Manager or Personnel Director if such a position is established.
- F. The employee who is promoted shall be granted a sixty (60) period to determine his desire to remain on the job. If he does not elect to remain on the job, the employee shall have the opportunity to revert to his former classification.

XVI. CLASSIFICATIONS

A. NON-OFFICE UNIT 1

Parking Enforcement	6		
Attendant Aide	6	Custodian	6

B. OFFICE UNIT II

Clerk	6	Administrative Clerk II	9
General Clerk	6	Personnel Clerk	9

Election Clerk	12	Income Tax Clerk	9
Jr. Accountant	12	Librarian I	12
Administrative Clerk	9	Librarian II	12
Cashier	9	Accounting Clerk	9
Accountant	12	Library Aide	9

XVI. LEAVES

Employees must call in their absence (other than vacation) within two (2) hours of the start of the workday in which they are absent.

A. HOLIDAYS; The Union shall receive the following paid holidays;

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Day
Day after Thanksgiving	

Whenever an above-mentioned Holiday falls on a Saturday, the preceding Friday will be considered the paid Holiday. Should the Holiday fall on a Sunday, the subsequent Monday shall be considered the paid Holiday. It shall be necessary to work the regular day before and after the Holiday to be eligible for such payment, provided that if the employee's name appears on the payroll and he is paid, it shall be considered as a day's work.

In the event Christmas Eve and New Year's Eve shall fall on Sunday, the Friday preceding each shall be considered the paid Holiday.

B. VACATION

1. Employees placed on the payroll during the course of the Fiscal Year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least two hundred sixteen (216) work days of paid time, exclusive of overtime, and until they shall have attained status as a City employee for twelve (12) months (including any probationary period). In the event of conflict, the choice of vacation periods shall be extended by

classification seniority within a department. In order to facilitate continued efficiency in all Departments, all employees shall present in writing, using authorized City form, to their respective Department Head their request for annual leave, which will be approved or not within ten (10) days in writing, after expiration of specified period and same be posted on departmental bulletin boards.

2. Vacation days accumulated shall be accorded under the following provisions annually on a Fiscal Year basis and granted by the department heads according to the following schedule:

1 year to 2 years	ten (10) working days
2 years to 10 years	fifteen (15) working days
10 years and more	twenty (20) working days

Employees as of August 13, 2001, who have twenty (20) years or more of service shall have their current number of annual vacation days frozen. For example, if an employee with twenty (20) years or more of service has thirty (30) vacation days per year, then that employee will continue to have thirty (30) vacation days per year for the remainder of their employ with the City. No vacation days shall be granted to probationary employees.

Employees may accumulate up to forty (40) unused vacation days. Any accumulation of unused vacation days over forty (40) days will be paid off at 100% of the employee's current hourly rate. The payoff of unused vacation days over forty (40) days shall be paid on or before August 1st for the previous fiscal year. For example, the City will pay off unused vacation days over forty (40) days by August 1, 2002, for the fiscal year ending June 30, 2002.

If a regular pay day falls during an employee's vacation of one (1) week or more, he may request his check in advance before going on vacation.

Two week notice will be given by employee to the City.

C. SICK LEAVE

1. Each employee shall be granted one (1) workday per month, or twelve (12) work days, of sick leave each year. Probationary employees are not entitled to sick leave. Employees may accumulate up to eighty (80) sick days.
2. Sick leave days shall accrue monthly and shall be computed on the basis of not less than twelve (12) paid in-service days, including any Holidays, vacation, and paid sick leave.
3. Sick leave may not be granted in anticipation of future service.
4. All authorized Holidays falling within a period of sick leave shall not be counted as a regular work day.
5. Absence due to illness of a duration of four (4) hours or less shall be charged as one-half (1/2) day of sick leave: i.e. sick time may only be used on a whole day or half day fraction.
6. Emergency sick leave shall be allowed in the event of an emergency in the employee's immediate family, to be deducted from the regular accumulated sick leave.
7. Sick leave shall not accrue during leave of absence without pay.
8. Each employee shall be credited with an accumulated sick reserve from the date of his/her last appointment.
9. Unused sick leave may be accumulated by an employee not exceeding eighty (80) working days.
10. An employee may utilize his sick leave allowance for absence:

- a. Due to personal illness or physical incapacity incurred not in the line of duty.
 - b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty.
11. An employee on sick leave shall inform his/her Department Head of the fact and reason therefore as soon as possible. Failure to do so within two (2) hours may be cause for denial of sick leave with pay for the period of absence. The department for which such employee is working within the same period shall notify the City Manager or Personnel Director if such a position is established.
12. The employee may be required by the City Manager or Personnel Director if such a position is established, upon notice to the union, to produce evidence in the form of medical certificate or other evidence of adequacy of the reason of his absence during the time for which sick leave was granted for any duration of time.
13. All accumulated and unused sick leave shall be credited to any employee recalled from lay-off, transferred to another department, or returned from a Leave of Absence.
14. An employee receiving sick leave with pay, who simultaneously receives income under Workmen's Compensation Act, shall receive only that portion of his/her regular salary which together with said compensation shall equal his/hers regular salary.
15. Upon retirement and on pension roll or death, accumulated sick leave shall be paid at one hundred percent (100%) of sick leave accumulated to

eighty (80) days. In the event of death, payment shall be paid to the legal beneficiary.

16. Sick leave will not be paid out upon separation of employment that is voluntary or as a result of termination for cause.

D. FUNERAL DAYS

1. In the event of death in the immediate family an employee shall be granted four (4) days with pay, non-deductible. The immediate family shall be construed to mean an employee's spouse, children, parents or foster parents, parents-in-law, brothers and sisters, grandparents and grandchildren, and brothers and sisters-in-law.
2. For the purpose of attending a funeral for the following relatives: aunt, uncle, niece, or nephew, one (1) day shall be granted an employee. However, the department head should have the right to request an affidavit of proof of relationship. Non-deductible from sick leave.
3. Four (4) Union representatives will be permitted to attend funerals of Class "C" employees, non-deductible.

E. OTHER LEAVES OF ABSENCE

1. Purpose of Leaves of Absence:

Leaves of absence without pay are granted primarily for the benefit of the municipal government of Hamtramck and its departments and not only for the convenience of employees. All leaves of absence will be initiated by written request of the employee. In any twelve-month period, the City Manager, or Personnel Director if such a position is established, may grant leaves of absence without pay for periods not to exceed a total of forty-five (45) calendar days in any twelve-month period. No employee

shall be granted a Leave of Absence to enter into the unclassified service. All such leaves in effect shall terminate upon the execution of this Contract.

2. Reasons for Leaves of Absence:

Following is a list of illustrative reasons for which leave of absence may be granted. This list is not intended to be all-inclusive but merely illustrative. Misrepresentation as to reason for leave of absence shall be grounds for cancellation of leave and dismissal from the service:

- a. Physical or mental incapacity of the employee to perform his/her work efficiently, where the granting of a leave will permit the employee to receive treatment enabling them to return to the City Service.
- b. Because the employee is entering upon a course of training or study for the purpose of improving the quality of his/her service for the City of Hamtramck or of preparing themselves for promotion.
- c. Employment in a governmental or quasi-governmental agency, for training purposes, or in the interest of public welfare, or during period of National Emergency.
- d. Because of extraordinary reasons, sufficient in the opinion of the City Manager to warrant such leave of absence.

3. Lengths of Leaves of Absence:

No leave of absence will initially be requested for a period longer than six months and in no event shall it exceed more than one year, with the exception of sick leave, the total length of leave of absence shall not exceed (3) years in seven (7) years, except military leave of absence.

4. Restrictions on Employees on Leaves of Absence:

- a. No employee while on leave of absence may be remuneratively employed in any capacity, unless the leave of absence was specifically granted for the purpose of such employment.
- b. Commission of any act contrary to the law and/or the rules and regulations of the City Manager may be deemed grounds for the cancellation of a leave.
- c. After a proper hearing, the City Manager may, at its discretion, terminate any leave.
- d. The City Manager reserves the right in periods of National Emergency and acute shortages of personnel to restrict leaves of absence in the interest of the City Service.

5. Rights of Employees on Leaves of Absence:

Employees on authorized leaves of absence shall have the following privileges:

- a. Maintenance of seniority.
- b. With the exception of those employees whose leave was granted for the purpose of entering the military, all others shall return to a position with the same salary and title in the department from which the leave was granted, unless the employee would have been laid-off or demoted on a seniority basis during the period of leave. If such is the case, the employee may be placed on a re-employment list by a motion of the City Manager, not to exceed two (2) years, provided, however, that such employee may take a demotion in a lower classification if such vacancy exists.
- c. Any employee returning from a leave of absence granted for health reasons shall be required to report to the medical examiner

of the City Manager and may require, where the employee is found unfit for the position previously held, the acceptance of a demotion to some position for which the employee is qualified.

- d. Failure to return to City employment at the expiration of a leave of absence without notice shall constitute absence without leave and shall result in dismissal from service.
- e. The employee who was granted a leave of absence to enter Military Service shall return to comparable classification and salary as guaranteed by the Federal and State Veterans' Legislation governing job protection.

XVIII. INJURIES

A. IN THE LINE OF DUTY

- 1. Whenever an employee is injured or becomes ill from an on-duty event that is, injured in the line of duty will not suffer a loss of accumulated sick leave days.

B. INJURIES NOT IN THE LINE OF DUTY

- 1. Any employee injured not in the line of duty and unable to perform his/her regular duties may be allowed duties of lower capabilities only when a vacancy exists. Compensation will be paid on the basis of the classification of work performed. Examination by a doctor chosen by the City Manager with the consent of the employee and the common consent of the Union will mandatory for lighter work assignment.
- 2. This section shall into effect only after accumulated sick leave and vacation time has been exhausted.

XX. INSURANCE

A. LIFE INSURANCE

1. The City agrees to carry and pay for a Ten Thousand Dollar (\$10,000.00) Life Insurance policy on each employee in the certified service and to include double indemnity clause.
2. The City agrees to carry and pay for a \$5,000.00 life insurance policy on each retiree who retires on/or after June 30, 1978, excluding employees hired after April 7, 2005.

B. HEALTH

Hospitalization, Medical, Dental, Life Insurance and Optical Plan

The City agrees to provide full-time employees (hired prior to April 7, 2005) and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by the Patient Protection and Affordable Care Act ("PPACA") as amended beginning in 2014. Employees hired after April 7, 2005, shall be entitled to employee only health insurance coverage, subject to the terms and conditions set forth below.

- a. The City shall not provide health care coverage for the employee's spouse if the spouse is eligible to receive paid health coverage through an employer or former employer of the spouse. "Paid" health coverage is defined as a plan that obligates the employer to pay a minimum of eighty (80%) of the annual premiums. As a condition of continued spousal health care coverage under this section, the City may require that the employee file an affidavit and/or other documentation each year or upon request attesting that the spouse is not eligible for other employer-paid health coverage.
- b. The City will offer eligible employees the following health coverage plans: Blue Cross/Blue Shield High Deductible Plan. The EOB is included.

The City may offer a high deductible plan in conjunction with a health savings account (HSA), to be offered in a special open enrollment not subject to subsection (c) below. However, effective immediately, the City shall have no further obligation to make any contributions to any HSA accounts. Under separate policy, the City may establish the process and procedure which would permit employees to make contributions to their HSA accounts, in accordance with applicable law and regulation.

Employees may change their coverage elections during an open enrollment scheduled by the City. Plan coverage will be subject to the coverage terms and regulations of each carrier.

c. The City may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The City may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.

d. The City reserves the right to change or discontinue the existing health insurance benefit program in response to the Patient Protection and Affordable Care Act ("PPACA"), as amended. This includes the right to respond to regulations issued under the PPACA or judicial interpretations of the PPACA. The City reserves the right to change or discontinue the existing health insurance benefit program in response to changes made in Medicare.

e. The City's contribution for an employee's health coverage is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a

maximum of defined amounts for single, double or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as adjusted by the State Treasurer for each subsequent coverage year, or (ii) the aggregate costs based on the illustrative rates for the elected health coverage, plus contributions to the employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the State law, the City will select its method and amount of the City's contribution on an annual basis. The City will annually inform its employees of its decision and the amount of the City's contribution prior to open enrollment for the upcoming plan year. The employee will pay any premium contributions that exceed the amount contributed by the employer through payroll deduction. Employee contributions to the HSA will be made in accordance with HSA regulations. If an employee does not have sufficient funds in a paycheck, the employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the employer shall pay 80% of the annual premium.

f. Effective immediately, the City shall cease making any payments in lieu of an employee's decision not to receive offered health coverage or other provided benefits.

Future Retiree Health Coverage

A. Non-Vested Employees, New Employees, Deferred Retirements

1. Full-time employees hired on or after November 1, 2013, are not eligible for City-paid retiree health care coverage. Instead, the City shall establish a

Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected employee. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program. Similar to the provisions set forth in sub-section (b) above, the City will devolve a plan for employers and employee contributions to an employee's RMSA. The City shall have no obligation to make any contributions to such accounts.

B. Employees Vested for Regular Retirement

An employee who is hired before November 1, 2013, may, upon retirement, elect health care benefits for the employee, the employee's spouse, and the employee's dependents in existence at the time of retirement, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular employees, until the retiree becomes eligible for Medicare due to age, disability, or end stage renal disease. However, effective January 1, 2014, the City's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to retirees pursuant to Section 2.B (5) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The retiree shall pay any premium contribution that exceeds the amount contributed by the City through automatic deduction from their monthly pension check.

2. The City shall not provide retiree health care coverage for the retiree if the retiree is eligible to receive "paid" (as defined above) health coverage through another employer or former employer. As a condition of continued retiree health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the retiree is eligible for no other Employer-paid health coverage.

3. The City shall not provide retiree health care coverage for the retiree's spouse if the retiree's spouse is eligible to receive "paid" (as defined above) health coverage through an employer or former employer of the retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the spouse is eligible for no other employer-paid health coverage.

4. A City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. The eligible spouse or dependent child of a City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded

Health Insurance Contribution Act, 2011 PA 152, but the spouse or dependent child must enroll in Part A and Part B and pay for Medicare Part B.

Termination of Benefits

a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the employee or retiree). Health coverage for a dependent child is terminated on the date the child turns 26. Health coverage for dependents will be terminated in the event an employee or retiree fails to provide the City with proof of dependent eligibility.

b. Health coverage shall be continued during any leave for which the employee receives full pay from the City. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the City except where employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the City. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the City but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

125 Plan

At its option, the City may offer a Section 125 Plan. All regular full time employees (excluding temporary employees) shall be eligible to participate in such a plan, including premium only for pre-tax employee contributions and

health care flexible spending accounts, as amended and restated in accordance with federal law and as defined and limited by the employer's plan design. Participation by employees is voluntary.

Life Insurance

The life insurance benefit as currently provided by the City shall continue.

Dental/Optical

Optical benefits are eliminated for all employees. Dental coverage to remain status quo.

Short-term Disability

The City shall provide a fully Employer-paid short-term disability plan.

XXII. MISCELLANEOUS

A. BULLETIN BOARDS

The Union shall be permitted to post notices of Union Activities and meeting dates upon employee bulletin boards furnished by the City and placed at the convenience of the employees.

B. CONTRACTOR'S RESPONSIBILITY

It shall be the responsibility of all contractors to remove all debris from any job being performed by them in the City of Hamtramck according to Hamtramck Building Code. Under no circumstances will City employees or City equipment be used for this purpose.

C. CIVIL RIGHTS

The City agrees that it will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of race, creed, color, national origin, sex or marital status, political affiliation, or Union affiliation or participation.

D. IN SERVICE TRAINING

Whenever in-service or job related training is required by the City or requested by the employee, with prior approval of the City, the cost of such training (books and tuition) shall be paid by the employer.

E. RESIDENCY

Residency according to the guidelines established by State law (employees must live within twenty (20) miles of City limits).

F. JURY DUTY

If a classified employee is called to jury duty and cannot be exempt, he/she shall receive their full pay, but shall be required to turn over their jury duty pay to the Treasurer, City of Hamtramck. No deduction of leave shall be made.

G. UNION CONFERENCE

During the course of any fiscal year, Local #666 shall be permitted to charge a total of fifteen (15) work days to first rate participation in Union Conferences by any member or members authorized to do so by the Union. Additional days for Union Activities shall be granted but limited to a maximum of thirty (30) days for any consecutive two-year period.

H. RECLASSIFICATIONS

Procedure for Re-Classification: The aggrieved employee who feels his job is under-classified shall file a written request for a reclassification or upgrading hearing. The Re-Classification Hearing shall be conducted within fifteen (15) days of filing written request. The Review Board shall consist of two (2) Union Representatives (President and Office/Non-office steward as conditions warrant), two (2) from the Management.

The Review Board Committee must review and weigh all evidence, make a comparative study and submit a determination of their findings by majority rule within one (1) week of the hearing date.

Any new created classification will automatically become part of the proper Unit as determined by the City Manager and the Union through its bargaining committee.

I. LAYOFFS

Layoffs shall be by seniority and in their respective office and non-office units. This means that there will be no bumping by Union members between office and non-office units as a result of layoffs.

Wages AFSCME Local 666

GRADE	CURRENT RATE THROUGH NOVEMBER 2015
6	\$34,504
9	\$36,778
12	\$39,090
Police Supt.	\$24,526
Water Sup	\$41,371
Child Librn	\$41,371

Upon promotion to a higher classification, employees will carry forward their total time in Service for the purpose of calculating their rate of pay and salary step as specified above.

XXIV. DRUG AND ALCOHOL ABUSE POLICY

A. DRUG AND ALCOHOL FREE WORKPLACE POLICY

The City has a vital interest in maintaining safe, healthy and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job poses serious safety and health risk not only to the individual under the

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influence, but to all employees. The possession, use sale, or attempted sale of an illegal drug or alcohol in the work place also poses unacceptable risks for the safe, healthy and efficient operation of the City. To help maintain a safe and healthy work environment for all its employees and to protect City property, equipment and operations, the City has established the following policy strictly prohibiting the unlawful manufacture, distribution, dispensing, use, possession, sale or attempted sale of alcohol and/or drugs or controlled substances. The objective of this policy is to keep our work environment drug and alcohol free.

B. PROHIBITED CONDUCT

1. ALCOHOL:

- A. No open alcoholic beverage will be brought into or consumed on City property. Exception: alcohol may be consumed on City property for official functions previously approved by the City Manager.
- B. Drinking or being under the influence of alcoholic beverages while on duty is prohibited in accordance with 1.A. above. 'UNDER THE INFLUENCE' is defined as any level of use which results in any visible diminishment of mental or physical capabilities.
- C. Violation of this policy is cause for disciplinary action up to and including discharge.

2. ILLEGAL DRUGS:

- A. No illegal drug or non-prescribed controlled substance will be brought into or consumed on City property.
- B. Being under the influence of illegal drugs while on duty is prohibited.

C. The use of illegal drugs during break time or lunch time, whether on or off City property, is prohibited.

C. REASONABLE SUSPICION OF DRUG OR ALCOHOL USE

When a supervisor has reasonable suspicion predicated upon specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, e.g. uncharacteristic behavior such as visible impairment or slurred speech, the following procedures will be followed:

1. For the safety of the employee and others, the employee will be requested to stop work.
2. The employee will be escorted to a private office on city property.
3. The employee will be questioned by administrative personnel regarding his/her behavior, appearance and work performance. Explanations by the employee regarding such conduct will be documented.
4. The employee will be offered the opportunity to take a drug test at the City's expense and at a clinic selected by the city. Transportation to and from the clinic will be provided by the city to ensure the employee's safe transportation.

Such test will be conducted using appropriate scientific methods and in a manner designed to protect the employee's privacy and dignity. The employee will be required to sign an appropriate consent form. If the test results are negative, the employee shall not be disciplined under this drug and alcohol policy.
5. If an employee chooses not to take a drug test, the decision regarding discipline will be based upon the information available to

management. Under no circumstances will any finder of fact be allowed to consider any evidence of a drug test taken by the employee at his/her own expense.

6. EMPLOYEES WHO DRIVE CITY VEHICLES;

Employees who drive City vehicles may be required to submit to a drug or alcohol test if they are involved in a vehicular accident while working which results in injury or death of any person or MORE THAN MINOR damage and there are specific facts to establish reasonable suspicion that the employee was under influence of any controlled substance at the time of his/her involvement.

7. Violation of this policy is cause for disciplinary action up to and including discharge.

D. EMPLOYEE ASSISTANCE PROGRAM

The City will attempt to assist or help employees who suffer from alcohol or drug abuse and other personal/emotional problems. Details of the city's employee assistance program can be obtained from the employer. Participation in such program is voluntary and will be kept confidential.

Tests shall be performed by a Hospital/Testing facility which meets or conforms to the standards and operating procedures as set forth by the National Institute on Drug Abuse (N.I.D.A) or has been accredited/approved by said Agency. However, it is the responsibility of each employee to seek assistance before alcohol and drug problems lead to disciplinary action up to and including discharge. Participation in an employee assistance program will not excuse less than satisfactory work

performance, inappropriate workplace behavior, or violations of this policy.

The employee's decision to seek prior assistance will not be used as the basis for disciplinary proceeding.

E. DEFINITIONS

1. ALCOHOL OR ALCOHOLIC BEVERAGE

Any beverage that may be legally sold and consumed that has an alcohol content in excess of .5% by volume including beer, wine, spirits, or "hard liquor".

2. DRUG

Any substance capable of altering the mood, perception, pain level or judgment of the individual taking it.

3. ILLEGAL DRUG

Any drug or controlled substance, the sale or consumption of which is illegal.

4. CITY PROPERTY

All property, facilities, buildings, and all vehicles used for City business whether owned, leased or used by the City. This may also include other work locations or travel to or from these locations which is in the course and scope of City employment.

5. DRUG TEST

Any test approved by N.I.D.A. for the detection of the existence and/or levels of alcohol or drugs as defined herein performed by an accredited/approved facility.

F. VIOLATION OF POLICY

Violation of this policy is cause for disciplinary action up to and including discharge.

XXV. KEY DATES

A. FUTURE NEGOTIATIONS

Future negotiations concerning economic demands shall be carried on commencing with the year 2015 by the parties hereto in accordance with the time table herewith set forth:

Submission of Union Demands	February 1
Submission of City's Answer	March 1
Negotiations to Begin	April 1
Desired Conclusion of Negotiations	June 15 (of same year)

B. RETIREMENT SYSTEM

Employees who retire on or after July 1, 1998 shall receive the following MERS benefit enhancements:

1. F55- Full benefits when the member or vested former member has attained 55 years or older and has 25 years of service. MCLA 38.1510(4).
2. B-2 Benefit Program Retirement Allowance. (MCLA 38.1516)
3. All employees, regardless of date of hire shall be obligated to contribute ten (10%) percent of their annual base wage towards pension benefits.
4. All employees hired after 7/1/2011 will be entitled to participate in the current defined benefit retirement plan but at a lower pension multiplier equal to 1.5 times the employee's years of service.

C. TERMINATION

This agreement shall be effective as of March 18, 2015, and shall remain in full force and effect until the 31th day of November 2015. It shall be automatically

renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, this Contract shall continue to remain in full force and effect until the new Contract is signed by both parties. Negotiations on the new contract shall begin no later than ninety (90) days prior to the expiration date.

XXVI. SAVINGS CLAUSE

Should any provision of this Contract be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of the Contract shall remain in full force and effect for the duration of the Contract.

XXVII. RATIFICATION

- A. The signature of the Emergency Financial Manager shall constitute final action of acceptance of this Agreement by the City of Hamtramck.
- B. In the event that the Union membership fails to ratify this Agreement, the Emergency Financial Manager's signature shall no longer be binding upon the Emergency Financial Manager or the City.
- C. Upon ratification, the parties shall incorporate all sidebar agreements into this Collective Bargaining Agreement including the clarification of existing contract language. Such changes shall be subject to subsequent to ratification.

XXVIII. SEVERABILITY

If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it

is invalid, or has been held invalid or compliance with has been restrained, shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 19 day of March, 2015.

For the Union:

[Signature]
[Signature]
[Signature]

For the City:

[Signature]
Katrina Powell