

6/30/93

**AGREEMENT**

**Between**

**CITY OF RIVER ROUGE**

**and**

**RIVER ROUGE SUPERVISORS' UNION LOCAL 1917**

**July 1, 1990 through June 30, 1993**

*River Rouge, City of*

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## AGREEMENT

### Section 1

This Agreement entered into this \_\_\_\_ day of July, 1990, by and between the City of River Rouge, a Michigan Municipal Corporation, hereinafter referred to as the CITY or the EMPLOYER, and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and the River Rouge Supervisors' Local Union, hereinafter referred to as the UNION. They shall be known as Unit I and Unit II and wherever the word UNION is used, shall include both units except where specific distinction is made.

WITNESSETH: That the parties hereto in consideration of the mutual covenants and agreements hereinafter contained do hereby agree as follows:

### Section 2

"CITY" shall include the elected or appointed representatives of the City of River Rouge designated to act on behalf of the Employer. "UNION" shall include the officers or authorized representatives of the Association.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its Employees and the Association pursuant to the intent and authority of the applicable laws of the State of Michigan.

The membership of the Union, Unit I, shall include the Personnel Director, Director of Purchasing & Community Development, Director of Housing, Superintendent of Water, Building Inspector & Slum Clearance Director, Urban Renewal & Senior Citizen Director, Assistant Superintendent of Public Works, Maintenance Supervisor Housing, Assistant Housing Director and Data Processing Coordinator. Unit II shall include Assistant Building Inspector II and Confidential Secretary, and shall exclude all other Employees, officers and officials of the City. **THE UNION CONCEDES TO THE CITY THE RIGHT TO DETERMINE WHETHER OR NOT VACANCIES, CREATED BY RETIREMENT, PROMOTION OR ANY OTHER MEANS, IN THE UNION, ARE TO BE FILLED OR NOT.**

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of the parties at all levels and among all Employees. The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment to these ends, agree that no person shall be discriminated against in the terms and conditions of employment with the Employer because of race, color, creed, national origin or political or religious beliefs.

## ARTICLE I - RECOGNITION

### Section 1

The Employer hereby recognizes the Union as the exclusive representative for all members of the Association for the purpose of collective bargaining with respect to rates of pay, hours and other conditions of employment.

### Section 2

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

### Section 3

This Agreement shall not abridge the right of any Employee to belong to any other organization whose aims and purposes are not in conflict with the provisions of this Agreement.

## ARTICLE II - MANAGEMENT RIGHTS CLAUSE

The City, on its own behalf, or through its designated agent, and on behalf of the electors of the City of River Rouge, hereby retains and reserves unto itself, subject to collective bargaining rights of its Employees with respect to wages, hours, and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and expressed terms of this collective bargaining Agreement, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to hire all Employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, their discipline, demotion or discharge and to promote and transfer and lay-off all such employees; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time-to-time deem best for the purpose of maintaining order, safety and/or effective operation of the City's properties and facilities; to determine the number and locations of specific work assignment, the equipment and procedures to be used, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement.

It is further agreed that all rights, powers and interests, including rules, regulations and procedures now adopted by the City for its authorized agent which have not been expressly granted to the Employees by the provisions of this Agreement are reserved to the Employer.

**ARTICLE III - NO STRIKE CLAUSE OR LOCKOUT**

The Employee recognizes that strikes (as defined by Section I of Public Act 336 or 1947, as amended, of Michigan Public Employees' Relations Act) are contrary to law and public policy. The Employer and Employee subscribed to the principle that differences shall be resolved by good faith bargaining in keeping with the highest standards of Municipal Government without interruption of essential government services. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage or support any such strike or any unlawful interactivity interfering with the operation of government during normal working hours.

## ARTICLE IV - UNION SECURITY

### Section 1

**AGENCY SHOP:** (a) Each Employee who, on the effective date of the Agreement, is a member of the Union, shall sign an Authorized Dues Deduction Slip and shall do so with the understanding that the deductions shall continue for the length of the contract.

(b) Employees who are not members of the Union at the effective date of the Agreement, shall, as a condition of employment, join the Union within thirty (30) days.

(c) Newly hired, transferred, or other Employees shall, as a condition of employment join the Union at the end of thirty (30) days.

(d) In the event that an Employee does not join the Union and execute an Authorization for Dues Deduction Slip, as provided in (a) above, or in the event that the Union member becomes sixty (60) days in arrears in the payment of his membership fees, such Employee shall, as a condition of continued employment by the Employer, cause to be paid to the Union an excess of the amounts deducted as of the date of execution of this Agreement, such requests shall be effective only upon written assurance by the requesting party that such additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the Employee is necessary, that such authorization will be secured by the Union and presented to the City prior to the deduction of the newly certified amounts.

### Section 2

**UNION DUES AND INITIATION FEES:** The Employer agrees to deduct the Union Membership initiation fees, assessment and once each month dues, from the pay of those Employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement.



#### **ARTICLE V - DISCIPLINARY ACTION**

No member of the Union shall be disciplined, discharged, suspended, demoted or removed by the Mayor's designee (which shall be someone other than the Civil Service Commission), except for just cause which shall include, but not be limited to, the rules and regulations of the Civil Service Commission. No such action shall be taken without a written statement of the reasons. Any such action shall not be effective for a period of thirty (30) days, pending a grievance hearing by the Civil Service Commission. Decisions of the Civil Service Commission shall be final; provided, however, this Article shall not be interpreted as to preclude any right to legal redress in any Court of law.

## ARTICLE VI - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or their designated representative, upon the mutual consent of both parties. Such meetings shall be between not more than three representatives of the Employer and not more than three representatives of the Union, if held during working hours.

Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences outside of regular working hours. This meeting may be attended by a representative of the AFSCME Council 25 or a representative of the International Union.

## ARTICLE VII - GRIEVANCE PROCEDURE

### Section 1

All grievances which cannot be settled orally, shall be presented, in writing, to the Mayor's designee within three (3) days from the inception thereof. The Mayor's designee shall reply, in writing, within five (5) days from the receipt of the grievance. Such times may be extended by mutual consent. All members shall have the right to local Union and Council 25 representation.

### Section 2

If the grievance is not satisfactorily resolved under Section 1, an appeal, in writing, may be made to the Civil Service Commission within ten (10) days of the receipt of the reply by the Employee. A hearing will be held by the Civil Service Commission within thirty (30) days from the date of receipt of the appeal.

### Section 3

If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Civil Service Commission is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association, which shall act as administrator of the proceedings, shall mail a list of prospective arbitrators to each party. Both Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her finding of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant, provided that the arbitrator shall not insert his/her judgment, wisdom or reasoning for that of the Employer of the Union.

The costs for the arbitrator's services, including his/her expense, if any, shall be borne equally by the parties. Each party shall pay for its own expense. No grievance shall be processed unless it is presented within three (3) work days of its occurrence. The time limits set forth above in Steps 1 through 4 may be extended for good cause shown or mutually consent of the parties. Grievances not answered at any step of the grievance procedure within the time limits for that step will automatically progress to the next step of the procedure; provided that this language shall not be construed as a waiver of the City's obligation to answer a grievance at any particular step.

#### Section 4

All grievances shall set forth appropriate facts, times, contract provisions and requested relief. All members shall have the right to local Union and Council 25 representation.

## ARTICLE VIII - HOLIDAYS

### Section 1

All members of the Union shall be entitled to eleven and one-half (11-1/2) holidays as follows:

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| (1) New Year's Day                    | (7) Thanksgiving Day                  |
| (2) Martin Luther King Jr.'s Birthday | (8) Day after Thanksgiving            |
| (3) Memorial Day                      | (9) Christmas Eve                     |
| (4) Independence Day                  | (10) Christmas Day                    |
| (5) Labor Day                         | (11) New Year's Eve                   |
| (6) Veteran's Day                     | (12) 4 hours Good Friday<br>(1/2 day) |

### Section 2

Members shall continue to have off General Election Days and Lincoln's Birthday; however, they shall not be paid for same unless directed to work by the Mayor and Council, such work to be paid at straight time rates.

**ARTICLE IX - VACATION**

**Section 1**

Effective July 1, 1991, all members of the Union shall be entitled to annual vacation days, based upon years of service as follows:

One (1) through three (3) years of service . . .	10 days
Four (4) through ten (10) years of service . . .	15 days
Eleven (11) or more years of service . . . . .	20 days

**Section 2**

All vacation time not used in the fiscal year, July 1st through June 30th, shall be forfeited.

**Section 3**

All members shall receive vacation credits based upon their total years of service in full-time positions, with records being kept by the Civil Service.

## ARTICLE X - SICK LEAVE

### Section 1

Each member of the Union shall be entitled to twelve (12) days of sick leave annually, accumulated at the rate of one (1) day per month worked.

Sick leave days must be accumulated pursuant to Section 2 hereof.

### Section 2 (Applies only to present membership See Article XXI - Membership)

For members prior to July 1, 1980:

Accumulated sick leave days shall be paid in full for the first one hundred twenty (120) days accumulated at the Employee's date of retirement and shall be paid for one-half (1/2) of his/her days in excess of one hundred twenty (120) days at his/her regular rate of compensation. The above rates, at the time of retirement, shall be used for the purpose of determining final average compensation. An Employee shall be paid for one-half (1/2) of his/her accumulated sick leave, if he/she shall quit or be discharged prior to his/her regular retirement date, at his/her regular rate of compensation.

### Section 3

For members after July 1, 1980, and prior to July 1, 1990:

Members may accumulate a maximum of one hundred twenty (120) sick days, and shall be paid at retirement at the rate of seventy-five (75%) percent of his/her regular rate of compensation. An Employee shall be paid for one-half (1/2) of his/her accumulated sick leave, if he/she shall quit or be discharged prior to his/her regular retirement date at seventy-five (75%) percent of his/her regular compensation. Sick days severance pay, at the time of retirement, shall not be used for the purpose of determining final average compensation.

**Section 4**

For members after July 1, 1990:

Members may accumulate a maximum of one hundred twenty (120) sick days and shall be paid at retirement at the rate of zero (0%) percent for the first fifty (50) days, fifty (50%) percent for the second fifty (50) days and at seventy-five (75%) percent for the remaining twenty (20) days.

**Section 5**

All entries into the bargaining unit after April 24, 1983, shall receive credit for sick days earned in other City positions, with records being kept by Civil Service.



## ARTICLE XI - RATES OF COMPENSATION

### Section 1

Present members of the Union shall be compensated at the rates set forth in Appendix A(1), attached hereto.

### Section 2

The salary of any new member hired after July 1, 1990, shall be compensated at the rates set forth in Appendix A(2), attached hereto.

### Section 3

The One (\$1.00) Dollar cost of living allowance is hereby eliminated, effective 7-1-90. No overtime shall be paid to any member of the Union because of the management nature of their positions.

**ARTICLE XII - LONGEVITY**

**Section 1**

In addition to the salary set forth in Appendix A, each Employee shall receive longevity pay based on years of service at the following amounts:

Five (5) through and including	
Nine (9) years of service . . . . .	\$200.00
Ten (10) or more years of service . . . . .	\$400.00

**Section 2**

The longevity pay eligibility year shall be the Employee's fifth anniversary date of most recent hire. Longevity pay shall be paid annually the first payroll following an Employee's anniversary date of hire.

## ARTICLE XIII - HOSPITALIZATION

### Section 1

(a) The City shall offer members of Local 1917 the option of health care coverage under the City's self-insured hospitalization plan or an approved health maintenance organization, effective January 1, 1991.

(b) If the Employee opts for the City's self-insured hospitalization plan, then there shall be a Two Hundred Fifty (\$250.00) Dollar deductible, with a twenty (20%) percent co-pay, with a One Thousand (\$1,000.00) Dollar cap per year, effective January 1, 1991.

(c) All benefits shall be subject to standard provisions set forth in the policy or policies.

(d) With regards to retirees, the Employer shall not be obligated to duplicate any benefits, if any like benefits, in whole or part, are receivable under Medicare or Medicaid.

### Section 2

Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the 30th calendar day of employment.

### Section 3

When employment and seniority are interrupted by layoff, discharge, quit, strike, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later, except as herein specifically provided otherwise.

### Section 4

The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other Employer notwithstanding the circumstances of eligibility,

amount or duration of benefits, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than the coverage provided by the Employer in this Agreement.

#### Section 5

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, state, national, or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

#### Section 6

It is specifically understood and agreed that benefits shall cease upon death of the Employee whether or not the period of the policy is exhausted, and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

#### Section 7

As a condition of continued receipt of benefits, the insurer has the right to have the Employee examined at his expense while a claim is pending or being paid.

#### Section 8

Effective February 1, 1981, the City shall provide each Employee with a family dental care insurance plan within the limitations provided in this Article, consisting generally of 75%/25% co-pay and a twenty-five (\$25.00) dollar deductible to a maximum benefit of six hundred (\$600.00) dollars per year for maintaining and partials, bridges and other work in such class.

The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

#### Section 9

Effective February, 1981, or as soon thereafter as practical, the City shall provide Employee with a family optical insurance plan as presently provided to employees by VISION Service Program. The cost of the optical plan will be determined by the provider. The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

#### Section 10

In the event of injury, sickness or disease suffered or contracted by any member of the Union and arising out of and in the course of his employment as such, which qualifies the member of the State of Michigan, the City shall pay unto said member the difference between the amount received under Workman's Compensation laws of the State of Michigan, and the amount of the member's regular weekly pay for a period not to exceed one (1) year from and after the actual date of said injury, sickness or disease. The City further agrees that no charge against the member's accumulated sick leave time shall be made on account of time lost as a result of such injury, sickness or disease which is compensable under the Workman's Compensation laws of the State of Michigan.

#### Section 11

(a) Individuals retiring effective 1-1-85 and their spouse (only) at the time of retirement shall be entitled to medical, dental and optical coverage with full rights to the surviving spouse (only); provided, the marriage occurred prior to the retirement and continues, uninterrupted, through to the demise of the retiree. Additionally, remarriage of the spouse extinguishes this survivor benefit.

(b) Current members of Local 1917 who retire, and their spouse at the time of retirement, shall be entitled to medical, dental and optical coverage with full rights to the surviving spouse, provided the marriage occurred prior to the retirement and continues, uninterrupted, through to the demise of the retiree; provided further, that if the retiree has ten (10) to fifteen (15) years of service, then he/she shall pay twenty-five (25%) percent of the premiums on said insurance, and if the retiree has more than fifteen (15) years of service, the premium will be paid by the Employer.

(c) New members of Local 1917 hired after July 1, 1990, and who subsequently retire from employment with the City shall receive no medical coverage if they retire with less than twenty (20) years of actual service; those retiring with twenty (20) to twenty-four (24) years of actual service shall receive full medical coverage, but shall pay fifty (50%) percent of the premium thereon; those retiring with twenty-five (25) or more years of actual service shall receive full medical coverage, with the Employer paying the premium thereon.

#### ARTICLE XIV - INSURANCE

The Employer shall pay for and provide each Employee with term life insurance, with a face value of Thirty Thousand (\$30,000.00) Dollars. Each Employee shall have the option to purchase Five Thousand (\$5,000.00) Dollars of additional insurance; however, said premiums shall be paid by the Employee.

The Employer shall pay for and provide retired members of the Unit with the term life insurance, with a face value of Sixteen Thousand (\$16,000.00) Dollars. Retired Employees shall have the option to purchase Five Thousand (\$5,000.00) Dollars of additional insurance; however, said premiums shall be paid by the retired Employee.

## ARTICLE XV - PENSION PROVISION

### Section 1

All present members of Local 1917 (See Article XXI-Membership) shall be permitted voluntary retirement at any age with twenty-five (25) or more years of credited service or age fifty (50) with ten (10) or more years of credited service.

### Section 2

Present Local 1917 members shall be allowed military service credits up to a maximum of three (3) years' seniority towards their retirement, provided that said purchase be made on or before December 31, 1990. The member's contribution toward said purchase shall be at this contribution rate for the year in which the purchase is made. Future purchases of military service time shall require the Employee to contribute twenty-five (25%) percent toward said purchase. Members not having military service time shall be allowed to purchase service credits up to a maximum of two (2) years' seniority towards their retirement, provided that said purchase be made on or before December 31, 1990. The member's contribution toward said purchase shall be at his/her contribution rate for the year in which the purchase is made. There shall be no non-military service time purchased after January 1, 1991.

### Section 3

Retirement shall be on two (2%) percent of the final average compensation of the Employee's best three (3) consecutive years of service out of the last ten (10) years, times the number of years of credited service with a maximum of sixty-five (65%) percent of the Employee's final average compensation.

### Section 4

The member shall contribute from his/her wages to the Pension System, two (2%) percent of his/her wages during the first year of this Agreement; three (3%) percent of his wages



during the second year of this Agreement; and three (3%) percent of his/her wages during the third year of this Agreement.

#### Section 5

The liability of the City to the pension plan for current reserve fund contributions shall be:

7-1-83 through 6-30-84 - \$150,000

7-1-84 through 12-31-85 - \$ 75,000

payable monthly and without regard to any actuarial computations. The City and the Union negotiators shall meet in December, 1984, to review the audit and actuarial reports and determine future contribution rates.

#### Section 6

THE EMPLOYEES' RETIREMENT SYSTEM IS, BY THIS AGREEMENT, AMENDED AS FOLLOWS:

- I. IF A MEMBER SHALL WITHDRAW HIS CONTRIBUTION TO THE PENSION SYSTEM, FOR ANY REASON, HE SHALL BE DEEMED TO HAVE QUIT THE EMPLOY OF THE CITY.
- II. AN EMPLOYEE WHO HAS LEFT THE EMPLOY OF THE CITY AND WHO HAS WITHDRAWN HIS/HER CONTRIBUTION TO THE PENSION SYSTEM AND IS SUBSEQUENTLY REHIRED, MAY RECOVER CREDIT FOR HIS/HER PREVIOUS CITY SERVICE UNDER THE FOLLOWING CONDITIONS:
  - A. HE/SHE IS REHIRED WITHIN SEVEN (7) YEARS FROM THE MONTH HE/SHE LAST WAS SEPARATED FROM CITY SERVICE; AND
  - B. HE/SHE SHALL PAY BACK TO THE PENSION SYSTEM, BY A SINGLE PAYMENT, AN AMOUNT EQUAL TO THE AMOUNT WITHDRAWN, PLUS INTEREST AT SEVEN AND ONE-HALF (7-1/2%) PERCENT COMPOUNDED ANNUALLY.
- III. ANY EMPLOYEE WHO IS HIRED AS A TEMPORARY, SEASONAL OR PART-TIME EMPLOYEE WILL NOT BE CONSIDERED A MEMBER OF THIS RETIREMENT SYSTEM AND NO CONTRIBUTION WILL BE WITHHELD FROM HIS/HER PAY.

**Section 7**

A vested member may retire prior to attaining the eligibility age, and his/her pension (but not his/her severance pay) will be frozen and deferred until he shall attain the age of fifty (50) years, whereupon he/she shall collect retirement benefits without penalty.

**Section 8**

If the members of Local #1391 receive any pension enhancements, the enhancements will apply equally to members of Local #1917.

**ARTICLE XVI - FILLING VACANCIES**

The Union recognizes the Mayor and Council as the appointing authority for all positions in the bargaining unit, with the exception of the Personnel Director, which is covered under the City Charter. The Union agrees that the appointing authority shall decide, after the probationary period, whether or not an appointee is qualified to satisfactorily perform his/her duties, or whether or not further testing is required. THE EFFECTIVE DATE OF THIS CHANGE, January 5, 1983.

Pay rates for the various classes shall follow the steps as set down by the Civil Service Commission with the exception of the maximum rate as established through collective bargaining.

**ARTICLE XVII - OFFICERS**

Super seniority rights shall be afforded the two (2) Local 1917 offices of President and Financial Secretary in the instance of reduction of Local 1917 personnel.

**ARTICLE XVIII - SEVERABILITY**

Should any Court of law rules that any part of this contract is void or of no effect, the remaining parts of the contract shall continue to be binding to the parties.

**ARTICLE XIX - TERMINATION**

This Agreement shall continue in effect until June 30, 1993. If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party gives such notice, or if the party giving such notice withdraws the same prior to the termination date, this Agreement shall continue in effect from year-to-year thereafter subject to notice of termination by either party on ninety (90) days' written notice prior to the then current year's termination date.

**ARTICLE XX - CIVIL SERVICE**

It is hereby mutually agreed that both parties believe in and support the concept of Civil Service, and that the Employer and the Union have the right to engage in collective bargaining to set economic benefits and in furtherance thereof, it is specifically agreed that to the extent non-economic items are not changed herein, the existing rules and regulations of the Civil Service Commission shall remain in effect, during the term of this Agreement and after its expiration.

If there is a conflict between the Civil Service Rules & Regulations and the Contract, the Contract prevails.

**ARTICLE XXI - REHIRING FOLLOWING RETIREMENT**

If any present member retires and is rehired to perform present duties of the bargaining unit, Local 1917 will not grieve that fact during the life of this Contract as long as no other Local 1917 member is laid off during this time.



**ARTICLE XXII - LAYOFFS**

The City shall have the exclusive right to lay-off on a Union Local Seniority basis and assign the tasks formerly undertaken by the laid-off employee(s) to the remaining members of Local 1917 with the understanding that seniority is established by date of entry into the bargaining unit. In the event of same-day seniority, alphet order of surname shall prevail.

**ARTICLE XXIII - GENERAL**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

RIVER ROUGE SUPERVISORS'  
UNION LOCAL 1917

CITY OF RIVER ROUGE

\_\_\_\_\_

By: \_\_\_\_\_  
DANIEL COONEY, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
MARGARET M. WATSON, Clerk

**APPENDIX A(1)**

**RATE SCHEDULE - MAXIMUM SALARIES**

The following classifications and salaries will remain in effect for the duration of this Contract, which expires June 30, 1993:

<u>CLASSIFICATION</u>	<u>SALARY</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
Personnel Director	\$39,358.00	\$1,513.78	\$18.9222
Urban Renewal/ Comm. Dev. Director/ Sen. Citizen Director	\$39,358.00	\$1,513.78	\$18.9222
Housing Director	\$39,358.00	\$1,513.78	\$18.9222
Asst. DPW Supt.	\$39,358.00	\$1,513.78	\$18.9222
Water Superintendent	\$40,858.00	\$1,571.48	\$19.6436
Building Director	\$40,358.00	\$1,552.24	\$19.4030
Asst. Housing Director	\$36,358.00	\$1,398.38	\$17.4798
Assistant Building Inspector II	\$30,500.00	\$1,173.10	\$14.6637

**APPENDIX A(2)**

**RATE SCHEDULE - MAXIMUM SALARIES**

The following classifications and salaries shall apply to new hirees after July 1, 1990, for the duration of this Contract.

<b><u>CLASSIFICATION</u></b>	<b><u>SALARY</u></b>
Personnel Director	\$31,100.00
Housing Director	\$31,100.00
Community Development & Urban Affairs & Senior Citizen Director	\$31,100.00
Asst. DPW Supt.	\$31,100.00
Water Superintendent	\$32,000.00
Building Director	\$32,000.00
Asst. Housing Director	\$28,000.00
Assistant Building Inspector II	\$25,000.00

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING REGARDING  
PENDING COURT OF APPEALS CASE**

IT IS AGREED by and between the parties hereto that the matter of American Federation of State, County and Municipal Employees, Michigan Council 25, Local 1917 vs. City of River Rouge, a Municipal Corporation, Daniel Cooney, Mayor, Charles Septowski, "financial consultant", Wayne County Circuit Court Case Number 88-827358-CL, presently on appeal to the Michigan Court of Appeals be dismissed by the entry of a Stipulation and Order for Voluntary Dismissal.

IT IS FURTHER AGREED by and between the parties that the affected members of Local 1917 shall be paid back wages for the period of "layoff", plus interest at 8%, less any amounts received as unemployment compensation or wages received from another Employer for the period. Funds owed shall be payable within 30 days of the execution of this agreement.

IT IS FURTHER AGREED that the parties, by and through their respective representatives, shall take whatever steps necessary to effectuate the provisions of the Memorandum of Understanding.

IT IS FURTHER AGREED that since this matter is being resolved in the collective bargaining process for the contract to which this Memorandum is appended and made a part thereof, separate signatures are not necessary, contract signatures being sufficient to bind the parties.

**APPENDIX C**  
**FITNESS FOR DUTY**

**Section 1. Fitness for Duty Defined.**

Fitness for duty means that an Employee is able to carry out all assigned job duties in a safe, productive, efficient, and fully satisfactory manner.

**Section 2. Unfit for Duty Defined.**

An Employee is considered unfit for duty if the Employee:

- A. Possesses or uses intoxicating beverages on City property or citizens' premises during working hours or in job-related circumstances or reports for duty under the influence of intoxicating beverages.
- B. Possesses or is under the influence of any habit-forming narcotic, hallucinatory stimulant, sedative or similar drug not prescribed by a physician, while on City property or City time or in job-related circumstances.
- C. Engages in selling illegal drugs during an Employee's off-work hours.
- D. Uses prescription and/or over-the-counter medications, if the City's Health Officer determines that such use will impair the Employee's ability to safely perform his duties.

**Section 3. Determining Unfitness for Duty.**

- A. When there is reasonable cause to believe (as evidenced by such objective observations as slurred speech, impaired coordination, odor, staggering, dilated pupils, bloodshot eyes and similar conditions

and behavior) that an Employee possesses illegal drugs or is reporting for duty under the influence of alcohol or drugs or is using alcohol or illegal drugs during the course of his/her duties as an Employee, his/her supervisor, or in the case of a supervisor, any elected official, shall immediately direct the Employee to a medical facility or doctor designated by the City for immediate examination and testing. The charging party shall immediately make a written report detailing the incident and file it with the Personnel Director.

B. The affected employee shall be transported to the medical facility or doctor by another employee as directed by the supervisor in a city vehicle.

C. The affected Employee shall not return to work for the duration of that work day.

(i) If the test is negative, the Employee shall receive compensation for that work day.

(ii) If the test is positive, the Employee shall not receive compensation for that work day.

#### **Section 4. Refusal to Submit to Testing.**

A. If an Employee refuses to submit to medically-supervised testing as directed by his/her supervisor or an elected official (in the case of a supervisor), he/she shall receive a one-(1) week suspension without pay and must be medically certified fit before returning to work.

B. If an Employee refuses a second time to submit to medically-supervised testing as directed by his/her supervisor or an elected official (in the case of a supervisor), he/she shall receive a one-(1) month suspension without pay and must be medically certified fit before returning to work.

C. If an Employee refuses a third time to submit to medically-supervised testing as directed by his/her supervisor or an elected official (in the case of a supervisor), he/she shall be terminated.

#### Section 5. Rehabilitation.

A. If an Employee has tested positive for alcohol or illegal drugs, he/she shall be permitted to continue his/her employment if he/she enrolls in an approved alcohol or drug rehabilitation program prescribed by the medical facility or doctor designated by the City and if he/she is certified fit for duty by the medical facility or doctor designated by the city. An employee unable to be certified fit for duty shall first use his/her accumulated sick days. After all sick days have been used, the employee shall remain off without pay until certified fit for duty.

B. An Employee so enrolled in a rehabilitation program shall periodically submit to the Personnel Director proof of attendance of same, not less frequently than bi-monthly.

C. An Employee so enrolled in a rehabilitation program shall be tested, not



less than monthly, by the medical facility or doctor designated by the City until the duration of the treatment.

D. An Employee who fails to test negative for three (3) consecutive months shall be terminated.

E. An Employee who successfully completes a rehabilitation program and is subsequently determined to be unfit for duty within a three-(3) year period shall be terminated.

#### Section 6. Recognitions.

A. The Employer and Employee recognize the fact that individuals may lawfully consume alcoholic beverages on their non-duty time. The parties likewise understand that Employees and Supervisors may be called in or required to report for duty after normal business hours and following the lawful consumption of alcohol.

B. An Employee or Supervisor who is called into work after his/her normal working hours and has been consuming alcohol shall affirmatively state to his/her supervisor or in the case of a supervisor, an elected official, who shall make a written record thereof, that he/she has been drinking alcohol or is intoxicated and shall not report for duty. If an Employee or Supervisor is subsequently ordered in and reports to work, he/she shall not be subject to the sanctions provided hereabove.