

6/30/83

AGREEMENT

BETWEEN

CITY OF RIVER ROUGE

AND THE

INTERNATIONAL UNION OF
THE AMERICAN FEDERATION
OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AND COUNCIL 25
LOCAL UNION NO. 1391

.....

JULY 1, 1980 ~ June 30, 1983

River Rouge, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Civil Service Commission
Civic Center
10 00 West Jefferson Avenue
River Rouge, Michigan 48218*

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AGREEMENT

This Agreement entered into on this 1st day of July, 1980 between the City of River Rouge (hereinafter referred to as the "EMPLOYER") and the International Union of the American Federation of State, County and Municipal Employees, and Council 25 and Local Union No. 1391, (hereinafter referred to as the "UNION").

ARTICLE 1

PURPOSE AND INTENT

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

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

ARTICLE 2

RECOGNITION - EMPLOYEES COVERED

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 full and part-time Maintenance Engineers, Auto Mechanic Foremen, City Electricians, City Carpenters, Director of Streets and Alleys, Housing Service Mechanic No. 1, Recreation Supervisor, Park Supervisor, City Forester, and all Section Foremen, Housing Service Mechanic No. 2, Maintenance Mechanic, Maintenance Mechanic Utility, Equipment Operator Crane, Painter, Equipment Operator Misc., Auto Mechanic, Auto Serviceman, Maintenance Worker, Building Maintenance Worker, Pumping Station Attendant, Dog Warden, Equipment Operator Truck, Assistant Electrician and Carpenter, Custodial Worker, Labor III, Park Attendant, Labor II, Water Meter Reader, Labor I, Occupancy Clerk, Clerk II-Timekeeper, Secretaries, Switchboard Operator, Nurse No. 1, Nurse No. 2, that are in the classified service under Civil Service in the Department of Public Works, Water Department, Housing Department, Building Department, City Clerk's Office and City Treasurer's Office, but excluding all non-Civil Service Employees, elected and appointed employees, executive employees, the Personnel Director, Director of Purchasing, Director of Housing, Superintendent of Water, Supervisor of Nurses, Building Director and Slum Clearance Director, Accountant, Urban Renewal Coordinator, Director of Community Development, Assistant Superintendent of Public Works, General Foreman, Housing Maintenance Supervisor, Assistant Building Inspector, Assistant Housing Director, Clerk-I Steno Confidential - Civil Service Department, Recreation Complex Secretary, all professional employees, and supervisors as defined in PERA for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 3

GENERAL PROVISIONS

Pledge Against Discrimination and Coercion: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union or political membership or because of any activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4

AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor union which purports to organize the Employees in their union or make any agreement with any such union for the express purpose of undermining the Union during the term of this contract.

Labor Union is defined as any group or association which joins together for the purpose of representing employees under the con-

cepts of the Public Employment Relations Act.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

SECTION 1. 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 express terms of this collective bargaining Agreement, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitutions 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 provisions of law, to determine their qualifications and the conditions for their continued employment; their discipline, demotion or discharge and to promote and transfer 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 and after advanced notice thereof to the Union and the employees to require compliance therewith; 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 use of judgement 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 interest, including rules, regulations and procedure now adopted by the City, or its authorized Agent, which have not been expressly granted to the Employees by the provisions of this Agreement, are reserved to the Employer.

SECTION 2. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion and recognize that in appropriate cases, outside contractors may be employed to perform such services. However, it is the policy of the City of River Rouge that outside contractors not be utilized in the City to replace seniority employees for work historically performed by them when performance of such work involves the use of the City owned vehicles or equipment maintained by City employees.

In cases where the City deems it necessary to sub-contract work out, before letting the contract, the Union will have advance notice and a full discussion prior to letting such a contract.

In no event shall any seniority employee be laid off or demoted as a direct result of work being performed by an outside contractor.

ARTICLE 6

NO STRIKE OR LOCKOUT CLAUSE

The Employee recognizes that strikes (as defined by Section 1 P.A. 336 of 1947, as amended, of Michigan Public Employees Relations Act) are contrary to law and public policy. The Employer and the Employee subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the

highest standards of Municipal government without interruption of essential governmental services. Accordingly, the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slow-down in any department, or any unlawful interactivity interfering with the operation of government during normal working hours.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 7

UNION SECURITY

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 hired 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 employees shall, as a condition of continued employment by the Employer, cause to be paid to the Union a sum equal to the dues and assessments referred to in said sub-paragraph (a). Such payment shall be in cash or by payroll deduction authorized in the same manners as set forth in sub-paragraph (a).

In the event this representation fee is not paid, the Employer, upon receiving a signed statement from the Union indicating that the Employee has failed to comply with this condition, shall immediately notify the Employee that his services shall be discontinued. The Employer and the Employee will confer to effectuate the enforcement of this provision. The refusal of said Employee to contribute fairly to the cost of negotiations and the administration of this and subsequent Agreements is recognized as a just and reasonable cause for termination of employment.

(e) The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.

(f) Deductions for any calendar month shall be remitted to Treasurer, Local 1391, AFSCME, 10600 W. Jefferson Avenue, River Rouge, Michigan 48218.

(g) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(h) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(i) In the event the Union requests that the City deduct monies in 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.

ARTICLE 8

UNION DUES AND INITIATION FEES

PAYMENT BY CHECK-OFF OR DIRECT TO UNION: The Employer agrees to deduct the Union Membership initiation fees, assessment and once each month, dues from the pay of these employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement.

ARTICLE 9

UNION BULLETIN BOARDS

SECTION 1. The Employer will provide bulletin boards in each location of employment which may be used by the Union for posting notices. The locations are as follows:

1. City Hall
2. D.P.W. Garage
3. Recreation Complex
4. Memorial Park
5. Housing Commission Maintenance Shop
6. Pumping Station
7. Health Center
8. Public Library
9. Milton Community Center

SECTION 2. The Union shall have the right to use these bulletin boards for posting notices relating to Union business or social activities which are not political.

ARTICLE 10

REPRESENTATION

NUMBER OF REPRESENTATION DISTRICTS: (a) The number of representation districts in the unit shall be the present number which is two (2).

(b) District Number (1) shall include the Department of Public Works, Parks and Playgrounds, all Custodial Personnel, Water Department, and Housing Maintenance.

(c) District Number Two (2) shall include all other Civil Service Departments.

(d) The Union, in contract negotiations, will be represented by employees in the bargaining unit not to exceed six (6). Such shall be selected in any manner the Union desires and the Union shall designate said employees to the City in writing.

ARTICLE 11

STEWARDS AND ALTERNATE STEWARDS

(a) In each district, employees in the district shall be represented by one (1) steward who shall be a regular employee working in the district. During scheduled overtime periods or scheduled week-end work requiring three (3) or more employees, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district that he can do and shall be so notified and scheduled.

(b) The Stewards, during their working hours, without loss of

time or pay may, in accordance with the terms of this section, investigate and present grievances to the Employer, upon receiving approval of their Superintendent or Department Head of same. The Superintendent or Department Head will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

ARTICLE 12

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 five (5) representatives of the Employer and not more than three (3) 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, nor shall they be paid 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 13

GRIEVANCE AND ARBITRATION PROCEDURE

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of the Agreement setting forth:

(a) Article and Section of Agreement alleged violated, and
(b) Date of occurrence of each alleged violation, and
(c) Name of City representative involved, if any, and filed with the City by an authorized representative of the employees, or an employee in the bargaining unit. Grievances must be filed within five (5) working days of the occurrence of the event giving rise to the grievance. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to.

STEP I. Any employee having a grievance shall first take up the matter with his immediate supervisor and his steward, if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond to the steward or employee within five (5) working days.

STEP II. If the grievance has not been settled, it shall be presented in writing by the Union Steward of the Union Grievance Committee to the Department Head within five (5) days after the supervisor's response is due: The Department Head shall respond to the Union Steward of the Grievance Committee in writing within five (5) working days.

STEP III. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative, or Grievance Committee to the designated representative of the Mayor and Council in writing to the Union Steward, representative, or Grievance

Committee (with a copy of the response to the Local Union President) within five (5) working days.

STEP 4. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the representative of the Mayor and Council 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, American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall 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 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 finding of the 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 shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he 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 judgement, wisdom, or reasoning for that of the Employer or the Union.

The costs for the arbitrator's services, including his expenses, 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 five (5) working days of its occurrence. The time limits set forth above in Step 1 through 4 may be extended for good cause shown or mutual 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.

(a) DISCHARGE CASES: The Employer agrees that an employee shall not be pre-emptorily discharged from and after the date of this Agreement, but that, in all instances in which the Employer may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of suspension, the Chief Steward, or, in his absence, the District Steward from the district in which the employee worked, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than three (3) calendar days, and if the suspension is converted into a discharge, such discharge shall not be made effective until the end of said three (3) day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his District Steward. The Employer shall decide, during the aforementioned three (3) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should

be extended or reduced, should be converted into discharge or that no disposition should have been given.

In the event the affected employee believes that his discharge of the above is unjust, the matter may be processed through the grievance procedure starting at the Second Step thereof provided he files a written grievance at that step within five (5) days of the date of discharge.

In the event it should be decided by the Employer or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the Employer shall re-instate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay as of the start of the suspension.

(b) USE OF PAST RECORD: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months prior thereto. Those infractions which occurred within twenty-four (24) months of current charge may be considered if discipline was imposed. Employer may impose discipline on an employee for deliberate errors or mistakes on his employment application after a period of eighteen (18) months from his date of hire, excepting the omission of a felony.

(c) Employees demoted for disciplinary purposes shall not be entitled to apply for a promotion for a six Month period.

ARTICLE 14

SENIORITY

SECTION I. PROBATIONARY EMPLOYEES: (a) New employees hired in the bargaining unit shall be considered as probationary employees for the

first 180 days of their employment. The 180 days probationary period shall be accumulated within not more than one (1) calendar year. When an employee finishes the probationary period by accumulating 180 days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, and other conditions of employment as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a City-wide basis, in accordance with the employee's last date of hire.

(d) In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname on the date of appointment.

SECTION 2: SENIORITY LISTS: (a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list, on the date of this Agreement, will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies of the seniority list at least every six (6) months.

SECTION 3. LOSS OF SENIORITY: A seniority employee of the bargaining unit shall lose his seniority and his employment shall term-

inate for the following reasons;

(a) He quits, or

(b) He is discharged and the discharge is not reversed through the Grievance Procedure, or

(c) He is absent for five (5) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated, or

(d) If he does not return to work when recalled from lay-off, as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) The employee is retired, or

(g) The employee is laid-off for a continuous period equal to the length of his seniority.

SECTION 4. SENIORITY OF STEWARDS. Notwithstanding their position on the seniority list, the two district Stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in their district which they can perform and shall be recalled to work as in the event of a lay-off on the first open job in their district which they can perform.

SECTION 5. SENIORITY OF OFFICERS. Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary and Chief Steward of the Local Union shall, in the event of lay-off, only be continued at work at all times when one or more divisions or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE 15

LAY-OFF DEFINED

SECTION 1. The word lay-off means a reduction in the working force of the unit due to a decrease of work and/or financial reasons.

SECTION 2. If the Employer determines a lay-off is necessary, the Employer shall notify the least senior employee (city-wide seniority) first in the affected classification. The following procedure shall be mandatory:

a. Part-time temporary, seasonal, and probationary employees in the classification affected will be laid off first in the following order: (a) part-time, (b) temporary, (c) seasonal, (d) probationary (new hires).

b. Full-time certified employees in the classification affected shall be laid off next as provided above; subject to his bumping rights provided in Section 4.

SECTION 3. Employees to be laid off for an indefinite period of time will have at least seven (7) working days notice of lay-off. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

SECTION 4. An employee may bump into a similarly rated classification or down into a lower salaried classification which the Employer designates as a job classification to be funded and in which such employee has the following criteria: employees experience, training, education and/or examination relative to the job classification, or review of their past job experience.

Employees exercising bumping rights shall receive the wage rate of the job classification into which such employee bumps. Job assignments will be made by the Employer.

ARTICLE 16

RECALL PROCEDURE

When the working force is increased after a lay-off, employees will

be recalled in the inverse order of lay-off under same conditions and terms. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered a quit.

(a) When the Employer deems that a temporary callback is necessary, said employees called back shall be paid a flat hourly rate, based upon the appropriate classification and no other provision of this agreement except the grievance procedure and city-wide seniority shall apply to the called back employees; provided said temporary callback shall not exceed twenty-one (21) working days.

ARTICLE 17

TRANSFERS AND PROMOTIONS

(a) TRANSFER OF EMPLOYEES: If an employee in the bargaining unit is promoted to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority and shall bump into the classification out of which he was promoted provided if that classification shall have been abolished he shall bump the lowest seniority employee in the unit provided he can perform the work.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases. The Union, on or before the 7th day, will notify the Department Head of the desires of its members with seniority to make the transfer.

(c) The Employer agrees that in any movement of work not covered above in Article XVII (a) and (b), he will discuss the movement with the

Union in order to provide for the protection of the seniority of the employees involved.

(d) All job openings in the bargaining unit and resume of job description will be advertised upon bulletin boards as herein provided, these posted job openings to remain on the bulletin boards for ten (10) full working days. Employees interested shall apply in the posted period. Jobs will be awarded to the applicant who has bid for the job and passed the Civil Service examination for said job, in accordance with established Civil Service procedures.

ARTICLE 18

PROMOTIONS AND JOB PREFERENCE

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications as determined under the established procedures set forth by the rules and regulations enacted by the City or its designated agent. The Employer reserves the right to fill classifications from outside the unit where the need arises; that is, where there are no qualified applicants from within the unit. The employee receiving the highest grade on the Civil Service examination and who is otherwise qualified for the promotion shall be granted a six (6) month trial period to determine:

- (a) His desire to remain on the job.
- (b) His ability to perform the job.

In the event that an employee, otherwise qualified by virtue of passing the Civil Service examination, is not given the promotion, reasons for such denial shall be given, in writing, to such employee and the Union.

During the aforesaid six (6) month trial period, the employee shall have the right to revert back to his former job classification. If the Employer is dissatisfied with the employee's performance in the new position, notice and reasons therefore shall be submitted

to the Union by the Employer with a copy to said employee. During the trial period, the said Employee will receive the increased rate of pay for the work he is performing. Employees temporarily required to work in a higher classification shall be paid the rate of the higher classification for the entire period of such work.

a. All employees driving city owned vehicles shall be required to maintain a minimum job skill; particularly E.O.T. and E.O.M. shall obtain a valid Michigan Operator's License and shall accumulate no more than 6 points on their driving record. Those employees not maintaining minimum skills and requirements shall be automatically reduced in classification until such skills and/or requirements are re-established.

ARTICLE 19

ELIGIBILITY LISTS

It being agreed that an orderly process must be established for promotional appointments from the Civil Service eligibility lists which are established for that purpose, the following policies and rules governing appointments from said lists are hereby agreed to and adopted as policy.

The intent of establishing an eligibility list is for an orderly process of promotion. The methods of obtaining promotional eligibility lists shall be by written examination, oral examination, performance or any combination of the three. The process shall be determined before the posting of a promotional examination. Employees may be removed from established lists by the following methods:

1. Appointment through certification from such list to fill a permanent position.
2. Appointment through certification from a list for another classification at the same or higher salary.
3. Separation from the employment of the City.
4. As a result of disciplinary action.
5. For failure to accept an appointment offered by the appointing

authority within seven (7) calendar days, unless extenuating circumstances would prohibit the employee from accepting the promotion. Extenuating circumstances that would be acceptable would be: medical, approved leave of absence, etc.

6. A written statement by the eligible that he is not willing to accept appointment.

If an appointment shall be temporary in nature and the eligible refuses to accept such temporary appointment, his name shall be placed on the bottom of the list and the job shall be offered to those names below in the order of their standing. Should they in turn fail to accept a temporary appointment, then their names shall in turn be placed on the bottom of the list.

Employees may waive appointment and remain in the proper standing if this is agreed to by both the appointing authority and the Union that this will be in the best interest of both parties at the present time. No more than one waiver shall be allowed without ~~removal from the list.~~

In the event there is no eligibility list for specific classification, the appointing authority may make a provisional appointment until an eligibility list is established or leave the position vacant.

In the event the appointment would be temporary in nature, that is, to replace a man on vacation or sick leave, the employee holding the most seniority in the next lowest classification shall receive the temporary appointment, providing the employee is able to perform the job.

1. Clerical eligibility list will be eliminated with this contract. When a vacancy occurs, the position will be posted and tested for and the vacancy will be filled from the top three (3) applicants successfully passing the examination. (clerical are now classified as "Secretaries".)

ARTICLE 20

VETERANS

The City agrees to abide by the Military Selective Service Act of 1967, as amended, and with the Armed Forces Reserve Act of 1952 with respect to the employment rights of veterans.

(a) Educational Leave of Absence and Veterans: Employees who are re-instated, in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City of River Rouge when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted, with a maximum of two weeks per year.

ARTICLE 21

LEAVE OF ABSENCE

A regular employee may be granted a personal leave of absence without pay upon prior request, recommended by the Department Head, approved by the City, subject to the following regulations:

- (1) Such leaves shall not granted for more than six (6) months.
- (2) An employee granted leave of absence for non-medical reason shall be restored to his position on the expiration of the leave or, if approved by the City before the expiration thereof.
- (3) In the event such employees position shall have been abolished in the meantime, he shall be returned to the service in the following manner:

(a) If there be a provisional employee serving in a position of the same job classification in the Department in which the individual was formerly employed, the most recently appointed provisional employee shall be separated and the returning employee appointed to the position.

(b) If there is no provisional employee in that job classification or position in the Department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

(c) Any member of the bargaining unit may be given a leave of absence to accept an appointed governmental job outside the bargaining unit as referred in sub-paragraph (a) on Transfers, which leave shall be renewable yearly in the sole discretion of the City.

(d) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive leaves of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than two (2) employees shall be off on leave under this Section at any time.

(1) Members of the Executive Board shall be granted two (2) hours off each and every week, with pay, to conduct the affairs of the Union.

(e) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

(f) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be

terminated from his job.

(g) Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.

(h) No employee will be granted a leave of absence for the purpose of obtaining employment with another employer.

ARTICLE 22

SICK LEAVE

(1) Commencing July 1, 1973 all employees covered by this contract shall accumulate 1-1/4 sick leave days per month, not to exceed fifteen (15) days per year with unlimited accumulation.

All unused sick leave days will be paid upon severance of employment with the City, according to Civil Service Rules and Regulations. On retirement or death, accumulated sick leave shall be paid as follows:

The first one hundred and twenty (120) days shall be paid in full at the employee's regular rate of pay. Any accumulated time in excess of the one hundred and twenty (120) days shall be paid at the rate of one-half day for eachday accumulated. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(2) Sick leave shall be available for use by seniority employees for the following purposes;

(a) Personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to Public Health standards, would constitute a danger to the health of others by the employee's attend-

ance at work.

(c) Time off due to compensable injury shall not be deducted from earned sick leave.

3. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave, but cannot receive sick leave pay, funeral leave pay, or injury leave pay.

4. A seniority employee who suffers injury compensable under the Workman's Compensation Act shall be paid the difference between the Workman's Compensation and his regular wages, not to exceed sixty (60) working days. The employee will remain on Workman's Compensation until its benefits are exhausted or go on sick leave.

5. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

6. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act who are members of the Armed Forces during a declared National Emergency shall, upon re-employment by the City have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

7. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

8. An employee who transfers from one department to another shall transfer with him any unused sick leave.

9. An employee who resigned shall be paid up to twenty (20) days of his accumulated unused sick leave at full rate and 50% of his rate for the remaining days.

10. In case of the death of an employee, payment of his unused

sick leave shall be paid to his beneficiary or estate. Such payments shall be made at his last rate of pay.

11. After three (3) days absence, the employee may be required by the City to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his absence during the time for which sick leave is granted.

12. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and stating the reason therefor. The City may require further medical reports, from time to time, on all sick leaves in excess of thirty (30) calendar days.

13. Sick days, or leaves of any type or description, shall neither commence nor end on either the day preceeding or following a holiday or a vacation unless approved by the City. It is the intention of the parties that this clause shall not be used to deny an employee with a demonstrated history of temporary disabling illness from utilizing days prior to or following vacations or holidays as sick days.

ARTICLE 23

FUNERAL LEAVE

SECTION 1. When death occurs in an employee's immediate family, the employee, upon request, will be excused for only the first four (4) normally scheduled working days (excluding Saturdays and Sundays) immediately following the date of death for the purpose of attending the funeral, provided he attends the funeral.

SECTION 2. When death occurs among the relatives of an employee, the employee, upon request, will be excused for the actual day of the funeral from any normally scheduled working day (excluding Saturdays and Sundays) provided he attends the funeral.

SECTION 3. Immediate family is defined as mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, and father-in-law, grandparents, son-in-law, daughter-in-law, or a member of the employee's household. Relative is defined as granddaughter and grandson, brother-in-law, sister-in-law, uncle and aunt.

SECTION 4. Any employee selected to be a pall bearer for a deceased fellow employee shall, upon request, be excused for the actual day of the funeral from any normally scheduled working day (excluding Saturdays and Sundays) provided not more than three (3) employees, on the basis of seniority shall be so excused at any one funeral.

SECTION 5. An employee excused from work under this Article shall receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purpose of overtime.

SECTION 6. Funeral leave will be deducted from an employee's sick leave.

ARTICLE 24

HOLIDAY PROVISIONS

SECTION 1. The following fifteen and one-half (15-1/2) days shall be considered as holidays for purposes of this Agreement:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Lincoln's Birthday
- (4) Last four (4) hours on Good Friday shift
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day

- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) Day after Thanksgiving Day
- (11) Christmas Eve
- (12) Christmas Day
- (13) New Year's Eve
- (14) River Rouge General Election Day
- (15) November General Election Day
- (16) Employee's Birthday

SECTION 2. An employee will not receive holiday pay for the designated holiday if he is absent without approval the scheduled work day preceeding the holiday or the scheduled day following the holiday, provided that such days fall within the same week as the holiday. The provisions of this Section apply only to those employees having seniority under this Agreement.

SECTION 3. When one of the designated holidays falls on Saturday, the preceding day will be designated as the legal holiday. When one of the designated holidays falls on Sunday, the following day, which is Monday, will be designated as the legal holiday.

SECTION 4. If employees covered by this Agreement work on any holiday hereinbefore designated, he shall be paid double time plus holiday pay.

SECTION 5. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who shall meet the eligibility requirements, shall be compensated for such holiday based on eight (8) hours pay at the straight time hourly rate, excluding premiums, of the particular employees.

SECTION 6. Employees scheduled to work or who agree to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay. If any employee presents a justifiable reason for such absence acc-

eptable to the City, this Section shall be waived.

ARTICLE 25

VACATION ELIGIBILITY

(1) An employee will earn credit toward vacation with pay in accordance with the following schedule:

(a) The employee will earn credit toward vacation with pay on the basis of one (1) vacation day for each 138.5 hours worked with a maximum of 15 days in one year.

(b) Ten (10) years service - twenty (20) days vacation.

(c) Eleven (11) years service - twenty one (21) days vacation and for every year thereafter, one additional day vacation with each additional year of service. A maximum of thirty-five (35) days vacation.

(2) Any employee who during the fiscal year does not take any sick leave shall be granted an additional five (5) days vacation. Any employee who during the fiscal year thereafter takes no more than three (3) days sick leave shall be granted an additional three (3) days vacation.

ARTICLE 26

VACATION PERIOD

(1) The vacation period shall be from July 1st to June 20th. Vacation pay shall accumulate as of June 30th for use in the next subsequent vacation period. No accumulated vacation time off shall be used during the employee's first year of service.

(2) Time off for vacation periods shall be mutually agreed between the Employer, considering efficient operation of the Department, and the involved Employee. However, first preference for time off for vacation purposes shall be granted to employees based on seniority.

(3) Vacations may be split into one or more weeks or days providing such scheduling does not drastically interfere with the operation.

(4) When a holiday is observed by the Employer on a day other than Saturday or Sunday, during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(5) It is mandatory that vacation be taken. All vacation time must be taken by June 30th, or forfeited.

ARTICLE 27

PAY ADVANCE

(1) If an employee is laid off or retires, he will receive any unused vacation credit, including that accrued in the current fiscal year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

(2) If a regular pay falls during an employee's vacation, the employee may request his/her check be issued in advance.

ARTICLE 28

LONGEVITY PAY

SECTION 1. During the term of this Agreement all regular full-time employees shall receive longevity pay according to the following schedule based on years of service as an employee of the City of River Rouge:

(a) 1 year of service	\$120.00
(b) Each additional year	20.00
(c) Maximum 20 years of	500.00

(d) The maximum of \$500.00 shall be paid for each full year of service after twenty (20) years of service.

SECTION 2. The longevity pay eligibility year shall be the time between the employee's anniversary date of most recent hire and one year thereafter and in yearly periods thereafter. Longevity pay shall be paid the first payroll following an employee's anniversary date of hire.

SECTION 3. Longevity pay shall accumulate pro rata per month during the eligibility year; e.g. 5 years, 9 months service equal \$200.00 plus 9/12ths of \$20.00 or \$15.00 for a total of \$215.00.

ARTICLE 29

WORKING HOURS

(a) All employees are expected to be at their regularly assigned jobs at their scheduled starting time.

(b) The regular working day for all regular full-time employees shall consist of eight (8) hours per day on regularly scheduled shifts. Jobs required to work more than a 40 hour work week will be mutually agreed upon by Union and Employers. (i.e. Maintenance Engineer and Dog Warden are required to work 48 hours in an average week - also understood that anything over 40 hours is overtime.)

(c) Employees will be given the necessary time prior to quitting to wash up.

(d) An employee reporting for emergency duty (call in by Supervisor) shall be guaranteed at least four (4) hours pay at the appropriate rate.

(e) Overtime work shall be distributed as equally as possible to employees working within the same job classification within a department. A seniority employee entering a job classification shall be charged with the average amount of overtime hours both worked and charged to the employees in that job classification. On each occasion, the opportunity to work overtime shall be offered to the full-time employee within the job classification who has the

least number of overtime hours to his credit at that time. If this employee does not accept the assignment or the Employer is unable to contact said employee he shall be charged with the overtime and the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.

A record of the overtime hours charged to each employee should be posted on the respective department bulletin boards quarterly.

(1) In the Department of Public Works, Water Department and Housing Department, the City shall attempt to equalize overtime as nearly as practical among employees holding like job classifications in their respective departments pursuant to the Overtime Distribution clause noted above. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

(2) It is understood and agreed that an employee working on a job at the end of a shift upon which job overtime is required that day shall be given the first opportunity to work such overtime notwithstanding any provision of this Agreement to the contrary.

ARTICLE 30

TIME AND ONE HALF

(a) Time and One-Half will be paid as follows: After an employee reports to his regular shift and commences work he will be guaranteed a regular eight (8) hour shift. Any hours worked other than the regular eight (8) hour shift will be paid at the rate of time and one-half.

(b) Time and one-half will be paid for Saturdays and double time for Sundays and Holidays as such, except when a shift starts on a

Friday and continues into Saturday, provided that hours in excess of of eight (8) per day or forty per week on such shift will be paid at time and one-half. This paragraph does not pertain to employees on a seven (7) day week operation.

ARTICLE 31

REGULAR WORK WEEK

(a) The regular work week shall consist of a permanent assignment of five (5) consecutive days, Monday through Friday.

(b) The work day shall consist of eight (8) hours.

(c) The regular work week shall consist of forty (40) hours in a five day period.

ARTICLE 32

CLASSIFICATIONS AND WAGE RATES

In accordance with the Master Agreement between the parties providing for a Union/Management study of rates, classification, and adjustments of employees classifications included in the bargaining unit, the parties agree that the following wage rates for classification groups as established by the Civil Service Commission shall be effective July 1, 1980:

	7-1-80	7-1-81	7-1-82
Director of Streets & Alleys	21,827.52	23,573.72	25,459.62
Recreation Director	21,827.52	23,573.72	25,459.62
Auto Mechanic Foreman	20,966.40	22,643.71	24,455.21
Maintenance Engineer	20,770.88	22,432.55	24,227.15
Housing Service Mech. #1	20,756.84	22,417.39	24,210.78
City Electrician	20,292.48	21,915.88	23,669.15
City Carpenter	20,292.48	21,915.88	23,669.15
City Painter	20,262.53	21,883.53	23,634.21
Section Foreman	19,946.16	21,541.85	23,265.20

City Forester	19,946.16	21,541.85	23,265.20
Park Supervisor	19,946.16	21,541.85	23,265.20
Occupancy Clerk	19,946.16	21,541.85	23,265.20
Auto Mechanic	18,616.00	20,105.28	21,713.70
Housing Serv. Mech. #2	18,512.00	19,992.96	21,592.40
Maintenance Mechanic	18,179.20	19,633.54	21,204.22
Maintenance Mech. Utility	18,179.20	19,633.54	21,204.22
Equipment Operator Crane	18,179.20	19,633.54	21,204.22
Incinerator Operator Maint.	18,179.20	19,633.54	21,204.22
Incinerator Operator	18,075.20	19,521.22	21,082.92
Equipment Operator Misc.	17,971.20	19,408.90	20,961.61
Clerk II Timekeeper	17,924.59	19,358.56	20,907.24
Maintenance Worker	17,160.00	18,532.80	20,015.42
Building Maint. Worker	17,160.00	18,532.80	20,015.42
Equipment Operator Truck	16,348.80	17,656.70	19,069.24
Dog Warden	16,348.80	17,656.70	19,069.24
Assistant Electrician and Carpenter	16,265.60	17,566.85	18,972.20
Secretary Step 6	16,003.92	17,284.23	18,666.97
Secretary Step 5	15,436.14	16,671.03	18,004.71
Secretary Step 4	15,072.22	16,278.00	17,580.24
Secretary Step 3	14,708.87	15,885.58	17,156.43
Secretary Step 2	14,061.90	15,186.85	16,401.80
Secretary Step 1	13,697.99	14,793.83	15,977.39
Switchboard Operator	15,140.74	15,352.00	16,580.16
Pumping Station Attendant	15,953.60	17,229.89	18,608.28
Auto Serviceman	15,683.20	16,937.86	18,292.89
Custodial Worker	15,410.20	16,643.02	17,974.46
Park Attendant	15,410.20	16,643.02	17,974.46
Labor II	14,996.80	16,196.54	17,492.26
Water Meter Reader	13,792.90	14,896.33	16,088.04

ARTICLE 33

RATES FOR NEW JOBS

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the rate or description is proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

ARTICLE 34

JOB AND SHIFT PREMIUMS

SECTION I. A shift premium of 15¢ per hour shall be paid to all employees actually working on the afternoon shift. A shift premium of 20¢ per hour shall be paid to all employees actually working on the midnight shift. Day shift employees who work beyond their regularly scheduled working hours shall not receive shift premium. Afternoon and midnight shift employees who work beyond their regular scheduled hours shall continue to receive their respective shift premium.

SECTION II. A premium shall be paid for the following jobs:

(a) Brick work 80¢ per hour

Provided, however, the City may contract for brick work without regard to the premium or any other provision of this contract.

(b) Tower Operator 20¢ per hour

(c) Chipper Truck Operator 10¢ per hour

(d) D.P.W. Recreation workers 10¢ per hour

Premium to be paid only to recreation workers permanently assigned to these jobs for hours worked.

(e) Cement Workers 25¢ per hour

(f) Blacktop workers 10¢ per hour

(g) Stumpers 10¢ per hour

- (h) Electrician Helper 40¢ per hour
- (i) SLURRY MACHINE:
 - Operator 30¢ per hour
 - Driver 20¢ per hour
 - Laborer 10¢ per hour
- (j) Sanitation and Water
 - Workers 30¢ per hour

This premium shall be paid for hazards in unshored excavations for all hours worked in an excavation beyond a depth of six (6) feet; provided the Employer shall have a right to make such assignments without regard to seniority.

Premiums to be paid in subsections (a) through (j) will be paid only to workers assigned to these jobs for hours worked.

SECTION III. The City shall supply each automotive mechanic with tools of the trade up to an amount not in excess of \$100.00 and each automotive serviceman with tools of the trade up to an amount not in excess of \$50.00. It is the responsibility of the employee to maintain the tools and to have previously submitted a signed inventory of all his tools and to keep said list up to date. This provision shall only apply to loss or breakage of tools on the premises of the Employer.

SECTION IV. The City shall supply each nurse covered by this Agreement with uniforms up to an amount not in excess of \$130.00 and to cover them with malpractice insurance or reimburse them for such insurance. It is the responsibility of the employee to maintain such uniforms and supply the City with a copy of any insurance policy for which they may be reimbursed.

ARTICLE 35

JURY DUTY

SECTION 1. Any seniority employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or

wholly spent in performing jury duty, if the Employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the Employee's regular straight time hourly rate, exclusive of shift or any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (b) the daily jury fee paid by the Court.

SECTION 2. If an Employee is required to sit on a jury or spend time on a jury panel, such Employee shall not be required to report for work on those days he sits on such jury or panel. Employees shall report for work on those days of the week when, by rule or custom, no jury trials are conducted - Monday in Federal Court; Friday in Circuit Court.

SECTION 3. Any Employee found abusing the privilege of jury duty shall not be entitled to the pay difference. This Article shall not apply to an Employee who volunteers for jury duty.

SECTION 4. To be eligible for the jury duty pay difference, the Employee must give the Employer prior notice that he has been summoned for jury duty and must furnish the Employer with a written statement from the appropriate local officials, listing the dates he received pay for jury duty.

ARTICLE 36

HOSPITALIZATION

SECTION 1. The Employer agrees to provide group hospitalization medical coverage for each employee covered by this Agreement and his family under the Blue Cross-Blue Shield MVF-2 Plan with Master Medical and a \$1.00 deductible drug rider; provided however, the Employer may change insurance carrier or carriers or be self-insured to provide like benefits upon mutual consent of the Union.

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

(b) This coverage shall apply to all former employees who were members of the bargaining unit who are retired but not the family of deceased former employees subject to Sections 5 and 6 hereof and specifically the Employer shall not be obligated to duplicate any benefits if any like benefits, in whole or in part, are receivable under Medicare/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 is interrupted by lay-off, 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 Employers shall have no obligation to duplicate any benefits 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 Employer of any and all insurance coverage enjoyed by said Employees 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 payment, the Employer shall be permitted to cancel bene-

fits 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~~ its expense while a claim is pending or being paid.

SECTION 8. Effective July, 1980 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 \$25.00 deductible to a maximum benefit of \$600.00 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 September 30, 1980 and ending September 30, 1983, the City shall provide each employee with a family optical insurance plan whereby each will be entitled to an eye examination and a pair of glasses, if needed, once everytwo (2) years. This plan provides single vision lenses and for wearers of bifocal lenses, a choice of two styles - Kryptok or D-Seg (22mm), with a choice of frames from Group A-C selection.

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

ARTICLE 37

LIFE INSURANCE

SECTION 1. To be eligible for life insurance coverage, an Em-

ployee must have achieved seniority and be working full time.

SECTION 2. The Employer agrees to provide term life insurance coverage for each Employee covered hereunder in the face amount of \$12,000.00.

SECTION 3. The Employer agrees to provide life insurance coverage to each Employee upon retirement for the face amount of \$8,000.00, provided however, the Employer in its-discretion may establish a self-insured plan to provide such benefits.

SECTION 4. The Employer shall select or charge the insurance carrier or carriers in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

SECTION 5. When employment and seniority is interrupted by lay-off, discharge, quit, strike, or leave of absence, 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.

SECTION 6. All benefits shall be subject to standard provisions set forth in the policy or policies.

SECTION 7. The City shall provide life insurance coverage for former employees who were members of the bargaining unit but who have retired, in the face amount of \$8,000.00, provided however, the City in its discretion may establish a self-insured plan to provide such benefits.

ARTICLE 38

PENSION PROVISION

SECTION 1. Effective July 1, 1977 members of the City of River Rouge Employees Retirement system shall be permitted voluntary retirement at any age with 30 or more years of credited service, or at age 55 with 25 or more years of service, or age 50 with 10 or more years of credited service.

SECTION 2. Effective July 1, 1977 each retirant and/or beneficiary shall receive an increase in the present rate of pension by an amount equal to 2% of their original allowance, times the number of complete years of retirement to June 30, 1976.

SECTION 3. Effective July 1, 1977 employees with 10 or more years of service credit shall be allowed military service credits up to a maximum of three years seniority towards their retirement, providing they shall deposit, prior to receiving such credit, an amount equal to the current percentage rate of the employees contribution based on the current annual rate of compensation (computed at the time the credit is requested), to the Pension Fund. (Military Service credits shall be for War Time of National Emergencies as declared by Congress).

SECTION 4. Effective July 1, 1976 retirement shall be on 2% of the final average compensation of the employee's last 3 years of service times the number of years of credited service with a maximum of 75% of final average compensation.

SECTION 5. All pension benefits granted shall include the elected and appointed officials of the City of River Rouge.

SECTION 6. Effective July 1, 1976 the cost of pension benefits granted shall be off-set by a 1.3% increase in the employee's contribution.

ARTICLE 39

SAFETY COMMITTEE

A Safety Committee of employees and the Employer's representative shall be established. This Committee will include one Union representative, one City representative and one impartial citizen and shall meet at least once a month during regular working hours for the purpose of making safety recommendations to the Employer.

ARTICLE 41

COST OF LIVING

Effective with the payroll beginning July 1, 1980 and thereafter during the period of this agreement, each employee covered by this Agreement shall receive an amount of money equal to 70¢ per hour for each hour worked, to be paid in accordance and in such manner as the Union may direct, which payment shall be in lieu of any change in the present cost of living formula, which has frozen the Consumer Price Index rate as of September 30, 1970.

ARTICLE 42

TEMPORARY WORKERS

With respect to the hiring of temporary employees (seasonal employees excepted), it is agreed that in no case will the period of employment of these temporary employees exceed sixty (60) days. Temporary employees may not be rehired until six (6) months after their last working lay-off day.

ARTICLE 43

TEMPORARY CLERICAL WORKERS

- A. The employer reserves the right to hire temporary clerical employees on a part-time basis for a period of not to exceed six (6) months in any one year, which said clerical employees shall not acquire seniority rights by virtue of such part-time employment.
- B. The Employer shall have the exclusive right to hire individuals temporarily in the secretarial skill areas, subject to the following:
- (a) That said individuals shall not be represented by Local 1391.
 - (b) That said individuals shall not be used whenever there are 1391 employees, in the secretarial classification, laid off.
 - (1) All such laid off secretarial classification employees shall be offered - when recalled - the position(s) held immediately

prior to being laid off.

(2) If the recalled secretarial employee declines to return to the employment of the Employer, the employee's employment shall terminate ten (10) days after recall and the Employer shall have the right to hire temporary secretarial employees, as provided above.

(3) There shall be no more than two (2) secretaries at anytime. They will be known as a "Floater".

(4) All such temporary secretaries shall be assigned by the Personnel Director after submission - by the Department Head - of a request, based upon need supported by facts, for secretarial assistance in the department he/she is in charge of.

(5) No such temporary secretaries shall receive fringe benefits, other than workmen's compensation and shall not receive remuneration greater than that of the lowest paid 1391 employee.

ARTICLE 44

TEMPORARY WORKERS

LETTER OF INTENT

It is the intent in regards to the hiring of temporary employees on a part-time basis, as outlined in the contract between the City of River Rouge and Local 1391, AFSCME, AFL-CIO to:

1. Employ part-time employees for the purpose of temporarily replacing employees who may be on sick leave, personal leave, vacations, or absences from work for other reasons that may arise, so as not to interrupt the efficient operation of the Department the employee is assigned to or the efficient operation of the City of River Rouge.

2. To hire temporary employees on a part-time basis to work in Departments during a period where the said Department would have an increase in the work load.

In cases where a temporary employee is filling a vacancy created by a leave of absence for any reason, when the employee whose position he/she is filling returns to work, the temporary employee will be immediately severed from employment. If the full-time employee fails to return to work at the end of the leave due to resignation or failure to extend the leave, then an appointment will be made forth with from the transfer section of the Contract or posting for a test for said vacancy.

In cases of a temporary employee working due to an increased work load in a particular department, the requisition will state the definite period of time that the temporary employee will work. All temporary employees hired under this section of the Contract will sign a statement of understanding that this is a temporary appointment.

In the event that the employee who is on a leave of absence for any reason and a temporary employee is filling this vacancy and the employee is unable to return to work after the six month period, the employment of the temporary employee may be extended upon the execution of a signed statement between the City of River Rouge and the City Employee's Union.

A temporary clerical employee shall be paid the beginning rate of the lowest Secretarial classification for the term of the temporary appointment. If the temporary clerical employee has been a former employee of the City of River Rouge, she will be paid the rate of the classification she last held, (now known as Secretary I, II, etc.) In no case will the temporary clerical employee earn seniority towards a permanent appointment. Appointment of this type shall be on a provisional basis.

This letter of intent shall not deny the right of the Department Head to employ student workers at the Federal Minimum Wage (as long as no clerical employee on a permanent basis is laid off.)

ARTICLE 45

TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 11:59 p.m., June 30, 1983.

(a) 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 shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to 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 current years termination date.

(b) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date of any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) NOTICE OF TERMINATION OR MODIFICATION: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, 24611 Greenfield, Southfield, Michigan 48075 and if to the Employer, addressed to 10600 W. Jefferson Avenue, River Rouge, Michigan, 48218, or to any such address as the Union or the Employer may make available to each other.

IN WITNESSETH WHEREOF the parties hereto have caused this instrument to be executed on the 18th day of June, 1981.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFFILIATED WITH AFL-CIO

Judith E. Pickett
Judith E. Pickett
Its Council No. 25 Representative

Anthony Della Pella
Anthony Della Pella
Its Local Union President

Barbara J. Renaud
Barbara J. Renaud
Its Local Union Secretary

Douglas Shearer
Douglas Shearer
Its Local Union Committee

Delores A. Wancha
Delores A. Wancha
Its Local Union Committee

William Watson
William Watson
Its Local Union Committee

Jesse Jordan
Jesse Jordan
Its Local Union Committee

CITY OF RIVER ROUGE
COUNTY OF WAYNE
STATE OF MICHIGAN

James Doig Jr.
James Doig Jr.
Mayor

Park D. Richardson, Jr.
Park D. Richardson, Jr.
City Clerk