

6/30/90

AGREEMENT

BY AND BETWEEN

CITY OF FLAT ROCK

AND

TECHNICAL, PROFESSIONAL OFFICEWORKERS

ASSOCIATION OF MICHIGAN

REPRESENTING THE CLERICAL

Flat Rock City of



7-1-88 TO 6-30-90

AGREEMENT

BY AND BETWEEN

CITY OF FLAT ROCK

AND

TECHNICAL, PROFESSIONAL
OFFICEWORKERS ASSOCIATION OF MICHIGAN
REPRESENTING THE CLERICAL

Effective: July 1, 1988 to June 30, 1990

CITY OF FLAT ROCK
INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	Agreement	1
XXXVI	Bargaining Unit Work	24
XIX	Bereavement	14
XXXIII	Call In Pay	24
XXVIII	Clothing Allowance	20-21
XVI	Discharge and Discipline	9
VI	Dues Deduction	2-3
X	Employee Identification	4
XIV	Grievance Procedure	5-9
XXIX	Group Insurance	21-22
XI	Health and Safety	4
XXIII	Holidays	16-17
XXV	Hours of Employment	19-20
XII	Job Descriptions	5
XXI	Jury Duty	15-16
XVIII	Leaves of Absence	13-14
XXVII	Longevity Pay	20
XXXII	Management Rights	23-24
XXXV	Mileage	24
VIII	New Classifications	3-4
XV	No Strike - No Lockout	9

<u>ARTICLE</u>		<u>PAGE</u>
IV	Non-Discrimination	1-2
XXXI	Pensions	23
XXII	Personal Business Days	16
II	Purpose and Intent	1
XXVI	Rate of Pay	20
III	Recognition	1
VII	Residency	3
XXXIV	Retroactivity	24
XXXIX	Savings Clause	25
XVII	Seniority	10-12
XX	Sick Leave	14-15
XIII	Steward	5
XXXVIII	Termination	25
XXX	Union Notices	22
V	Union Security	2
XXIV	Vacation	17-19
XXXVII	Waiver	25
IX	Workers Compensation	4
	Signature Page	26
	Appendix A	26-27

ARTICLE I
AGREEMENT

1.1: On this _____ day of _____, 19____, at Flat Rock Michigan, the CITY OF FLAT ROCK, Hereinafter designated as the "City " or "Employer", and Technical Professional Officeworkers Association of Michigan collectively designated as the "Union", or "TPOAM", agree as follows:

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of the Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, and the Union. The parties recognize that the job security of the employees depend upon the Employer's success in providing proper service to the community under methods which will further, to the fullest extent possible, the economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions in the services provided by the City. To these ends the City and the Union agree to cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE III
RECOGNITION

3.1: The City recognizes the Union as the exclusive representative of all full-time office clerical employees employed by the City of Flat Rock, including clerks and the Assistant to the Treasurer; but excluding the City Clerk, the City Treasurer, the Police Clerk, confidential employees, managerial employees, Department Heads and other supervisors within the meaning of the Public Employment Relations Act and all other employees. This recognition is for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

ARTICLE IV
NON-DISCRIMINATION

4.1: The Employer and the Union both reaffirm their commitment to the democratic principles of free and uncoerced choice and agree

that they shall not discriminate against any employee because of age, race, color, religion, sex, national origin, or membership or non-membership in any labor organization.

ARTICLE V
UNION SECURITY

5.1: Any employee who, upon completion of the probationary period, of the Union who is not a member, and who does not make application for membership shall, as a condition of employment, pay an initial service charge in an amount equal to the initiation fees uniformly required by the Union and thereafter to the Union a monthly service charge in an amount equal to the monthly dues uniformly required of its members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer if so requested in writing by the Union. The Union agrees to indemnify and save the Employer harmless against any claims, suits, of other forms of liability that may arise out of or by reason of the Employer's compliance with the Union's request for such discharge.

ARTICLE VI
DUES DEDUCTION

6.1: Checkoff. The City will deduct from wages due employees covered by this Agreement, upon signed authorization, initiation fees, membership dues, or service fees and certified by the Union. The local Union shall ratify the City of the amount to be deducted in writing. Deductions shall be made on the first pay period of each month - and shall be remitted promptly to the offices of the TPOAM, 28815 West Eight Mile Road, Livonia, Michigan 48152

6.2: Indemnification. The Union agrees to indemnify and save the Employer harmless against any claims, suits, or other forms of liability that may arise out of or by reason of the Employer's reliance upon any individual authorization of Compliance with the provisions of the Article.

FOR PAYROLL DEDUCTION

By: _____
(Please Print) Last Name First Name Middle Name

To: _____
Name of Employer Department

Effective _____, I hereby request and authorize you
Date
to deduct from my earnings each _____ an amount
payroll period
sufficient to provide for the regular payment of the current rate
of monthly union dues (service fee) established by the Technical,
Professional Officeworkers Association of Michigan. The amount
shall be certified by the Union Treasurer and any change in such
amount shall be so certified. The amount deducted shall be paid
to the Treasurer of the Technical, Professional Officeworkers
Association of Michigan.

Employee's Signature

Street Address

City and State

ARTICLE VII
RESIDENCY

7.1: Nothing herein shall be construed to limit the authority of the City set forth in Section 4.17 of the City Charter. The Union recognizes the exclusive authority granted to the City by this Charter provision and waive any right to negotiate with respect to the subject of residency for the duration of this Agreement. New employees shall be notified in writing of the residency clause in the City Charter.

ARTICLE VIII
NEW CLASSIFICATIONS

8.1: The City agrees to notify the Union upon establishing any new classification in the bargaining unit, and upon request by the

Union the City agrees to negotiate with the Union with respect to the rate of the new classification. The City shall be allowed to fill the new classification by way of a new hire, transfer of existing personnel or otherwise, prior to an agreement with the Union. Any agreement as to the rate of pay shall be retroactive to the date of hire. This provision shall not apply to part-time positions filled by the City.

8.2: The City agrees that no later than June 30, 1989 all existing job classifications shall be reviewed by the individual department heads and written job descriptions shall be created describing the duties of each classification within the bargaining unit. Such job descriptions when completed shall be made available to each employee of the bargaining unit and to the Union.

ARTICLE IX
WORKERS COMPENSATION

9.1: Any regular full-time seniority employee receiving worker's compensation as a result of an injury sustained in the course of his or her employment with the City will be paid the difference between his or her weekly worker's compensation payments and his or her regular straight time weekly earnings, exclusive of any premium pay, for the first forty-five (45) working days of such injury. After the first forty-five (45) working days of such injury, the employee may use his or her accumulated sick leave to make up such difference, provided; however, the employee may not use such accumulated sick leave in increments of less the one-half (1/2) day at a time.

ARTICLE X
EMPLOYEE IDENTIFICATION

10.1: The City agrees to furnish each full-time seniority employee with an appropriate wallet size identification card.

ARTICLE XI
HEALTH AND SAFETY

11.1: The City agrees to adhere, to the State, Federal and legal Government laws and regulations concerning the safety and health of all employees while on the job.

ARTICLE XII
JOB DESCRIPTIONS

12.1: The City agrees to establish descriptions for each classification covered under this agreement and to retain such job descriptions on permanent file. The establishment of job descriptions does not preclude the City from requiring an employee from performing other duties in another classification on a temporary basis.

ARTICLE XIII
STEWARD

13.1: The employees in the bargaining unit shall be represented by one (1) steward who shall be an employee of the City within the bargaining unit and may be selected in a manner to be determined by the Union. Notification to the steward shall constitute notification to the Union for the purposes of this Agreement. The City shall not be required to recognize any employee as steward unless and until the Union has duly certified to the Employer in writing that the employee has been designated as steward. The duly certified steward shall not suffer any loss of pay for such time as he or she is required to meet with representatives of the City during his or her regular working hours in processing grievances in accordance with the contractual grievance procedure. The steward must receive permission from his or her immediate supervisor to leave his or her assigned work and must report back promptly when his or her part in the contractual grievance procedure has been completed. The privilege afforded the steward of leaving his or her assigned work during working hours without loss of pay is limited to processing grievances in accordance with the contractual grievance procedure and is extended with the understanding that his or her time away from his or her work shall be devoted to the prompt processing of legitimate grievances and shall not be abused. The Union may appoint one (1) alternate who, in the absence of the steward, may act in his or her stead, subject to the same conditions governing stewards specified herein.

ARTICLE XIV
GRIEVANCE PROCEDURE

14.1: A grievance shall be defined as any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement.

14.2: Should a grievance arise between the City and the Union, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

Step 1. An employee who believes he and a grievance must first discuss his complaint with his supervisor within five (5) days of knowledge of said grievance. In the event the employee desires that his steward be present, he shall make his request through the supervisor and the supervisor shall make the necessary arrangements for a meeting between all parties.

Step 2. In the event the grievance is not settled orally by the supervisor, the employee and/or his steward shall reduce the grievance to writing within five (5) working days from the oral presentation. The employee and the steward shall sign the grievance forms. The grievance form must contain a statement of the grievance and the facts upon which it is based and the remedy or correction requested. The supervisor shall give a decision in writing within ten (10) working days. If the subject grievance is not appealed within ten (10) working days from the date of the supervisor's decision, his or her disposition shall be considered as settlement of the grievance.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the decision may be appealed, before the expiration of the above mentioned ten (10) day period, by written petition to the City Council which, after a committee, consisting of two (2) councilmen and, if desired, by the City, another representative of the Employer, has met with the grievant his or her steward and a representative of the Union for the purpose of inquiring into the facts, shall make such decision as it considers proper within fourteen (14) working days.

Step 4. Any unresolved grievance which has been fully processed through the Step 3 of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

- A. Arbitration shall be invoked by serving written notice upon the other party of the intention to arbitrate within ten (10) days of the Step 3 decision of the City Council and by simultaneously submitting the grievance to the American Arbitration Service (AAA) for the selection of an impartial arbitrator and determination of the dispute in

accordance with its applicable rules. In the event that neither party serve such written notice and submits the grievance to the AAA within such ten (10) day disposition made in the last step of the grievance procedure.

- B. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
- C. The arbitrator shall not have power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- D. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.
- E. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for the expenses of witnesses which are called by them.

- F. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.
- G. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.
- H. Excluded from arbitration are the following:
 - 1. Grievances which question the exercise of rights set forth in Article XXXIII of this Agreement entitled "Management Rights" or which question the use of application of any right over which the Employer is given unilateral discretion in this Agreement.
 - 2. Disputes and unresolved grievances concerning the discipline or discharge of strikers who strike in violation of the no-strike pledge in this Agreement.
 - 3. At the election of the Employer, but in no matter waived in any form, monetary claims by the Employer against the Union, its officers or members for breach of the no-strike pledge in this Agreement.
 - 4. Any matter otherwise subject to arbitration but which the Union strikes contrary to its no-strike pledge in this Agreement.

14.3: Time limits of grievances. No grievance shall be filed or processed based on facts or events which have occurred prior to ten (10) days before the grievance is presented. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate less any unemployment or other compensation which the employee received during his or her back pay period.

The time limits in the first three (3) steps of the grievance procedure may be shortened or extended by mutual agreement in writing between the City and the Union.

14.4: Both parties agree that once an employee has elected to pursue a remedy by State or Federal Statute or City Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.

ARTICLE XV
NO STRIKE - NO LOCKOUT

15.1: Under no circumstances will the Union cause to strike or allow its members to interfere with the operations of the City during the term of this agreement. In the event of a strike or interference with City operations, the City shall not be required to negotiate on the merits of the dispute, which gave rise to the strike or interference, until same has ceased.

15.2: The Union shall promptly instruct the involved employees that their conduct is in violation of the contract, and that they are subject to discipline by the City, up to and including discharge.

15.3: The employer (City) agrees not to lockout employees during the term of this agreement.

ARTICLE XVI
DISCHARGE AND DISCIPLINE

16.1: When an employee is discharged, suspended, laid off for disciplinary reasons, or given a written reprimand and/or warning which is to be included in his personnel file, the Union and the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed by the employee within five (5) working days from the time of presentation of the notice to the employee.

16.2: Grievances regarding discharges may, by consent of the parties, be filed at any step of the grievance procedure or may, by consent of the parties, be advanced or processed out of order.

ARTICLE XVII
SENIORITY

17.1: City seniority is hereby defined as the length of an employee's continuous service from his or her most recent starting date of employment by the City.

17.2: Employees shall serve a probationary period of three (3) continuous calendar months uninterrupted by any type of service break beyond ten (10) working days, in which case the probationary period shall be extended up to but not beyond ten (10) working days.

17.3: The purpose of the probationary period is to provide an opportunity for the Employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular employee status. Probationary employees service with the Employer may be terminated at any time by the City at its sole discretion and neither the employee so terminated nor the union shall have recourse to the grievance procedure over such termination. Nor shall the employee or the Union have recourse to Step 4 of the grievance procedure over the employee being laid off or disciplined, such matters to be within the sole discretion of the Employer.

17.4: During the probationary period any employee shall not be eligible for employee benefits unless expressly provided otherwise. After an employee has served his or her probationary period of employment, he or she shall become a regular employee and his or her City seniority shall start with his or her most recent date of hire by the Employer.

17.5: A seniority list showing the names, job classifications and seniority dates of the employees within the bargaining unit shall be kept up-to-date at all times and posted every six (6) months by the City with two (2) copies of such list being simultaneously presented to the Union steward. An employee's standing on the published list will be final unless protested to the City's personnel office not later than thirty (30) calendar days after the list has been posted on the City's bulletin board.

17.6: Any employee shall lose his or her seniority and his or her employment shall terminate if:

- A. The employee quits.
- B. The employee is discharged or otherwise permanently removed from the payroll, unless such separation has been reversed through the grievance procedure.

- C. The employee fails to return to work within three (3) working days after issuance of Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records, unless the employee was prevented from reporting by extenuating circumstances beyond his or her control and so notifies the City within such three (3) day period, if possible.
- D. The employee overstays a leave of absence.
- E. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence without written permission by the City.
- F. A settlement with the employee has been made for total disability.
- G. The employee is retired.
- H. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment of two (2) years, whichever occurs sooner, except for job related injuries.
- I. The employee knowingly falsified pertinent information on his or her application for employment.
- J. Employee fails to have legally required certification.

17.7: In the event of a reduction in working force (Layoff):

- A. All part time temporary and probationary employees in the classification or classifications affected will be laid off first.
- B. Next, seniority employees in the classification or classifications affected will be laid off according to their seniority, provided that an employee who wishes to exercise his or her seniority to remain working may do so to the extent of bumping an employee with less seniority in another classification of lower or equal rate in which he or she has performed creditably in the past or in

which he or she is fully qualified and capable of performing the work without instruction or training.

17.8: In the event of an increase in force, all provisions of 17.7 shall be reversed.

17.9: An employee who changes classifications as a result of an increase or decrease of the working force as provided above, shall be paid the rate of the classification which he or she assumes.

17.10: If a new job is created or a permanent vacancy occurs in an existing classification covered by the Agreement and the City determines to fill such opening, the open job will be posted and may otherwise be advertised for a period of at least six (6) working days (excluding Saturdays, Sundays and holidays). Individuals who desire to be considered for such open job must submit their bid to the City Clerk in writing within the posting period. Any such job opening may be filled temporarily by the City until there has been a permanent award of the job. When an employee's job bid is accepted, he or she will be given a reasonable trial (not to exceed forty-five (45) working days) period within which to qualify for the job. During the qualifying period he or she will receive no less than the rate of pay for the job he or she held permanently immediately prior to such qualifying period. If at any time within the qualifying period the employee proves to be unqualified for the job, he or she shall be returned to the permanent job which he or she held prior to the acceptance of his or her bid. Qualifications shall be the governing factor in filling job openings. If in the judgement of management, two or more bidders for the same job opening are equally qualified:

- A. Preference shall be given to the individuals who are current employees of the City, if all such bidders are not so employed.
- B. If all such bidders are current employees of the City, seniority shall govern. The provisions of the Section shall not apply to temporary jobs (anticipated to last no longer than sixty (60) calendar days or to such longer period as the City and the Union shall agree) which may be filled in the City's discretion.

ARTICLE XVIII
LEAVES OF ABSENCE

18.1: Seniority employees will be eligible for leaves of absence without pay as provided in this Article. A leave shall be granted, denied or extended in the exclusive discretion of the City upon written request for such leave upon his or her application. All authorizations, denials, or extensions of leaves of absence shall specify the length of any leaves of absence granted. All leave requests shall state the exact date on which the employee wishes the requested leave to begin and the anticipated date on which the requested leave, if granted, would end.

18.2: Leaves of absence granted for medical reasons shall be subject to the following:

- A. Such leaves must be accompanied by a doctor's certificate that the employee is unable to work and the reason therefore. Before returning to work, the employee must present a doctor's statement to his or her immediate supervisor attesting to his or her fitness to return to work and perform the usual duties of his or her job.
- B. Such leaves for medical reasons normally shall not exceed five (5) calendar months.
- C. Employees returning from a medical leave of absence will be permitted to return to his or her former, or a substantially equivalent position, permitting as soon as the necessary schedule adjustments can be reasonably accomplished.

18.3: An employee with six (6) months seniority may be granted a personal leave of absence, if valid reasons are presented, subject to the following:

- A. Such personal leave of absence normally shall not exceed fourteen (14) calendar days, but may be extended in the discretion of the City.
- B. An employee returning from such personal leave of absence will be permitted to return to his or her former, or a substantially equivalent position, seniority permitting, as soon as the necessary schedule adjustments can be reasonably accomplished.

18.4: No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

18.5: Time absent on unpaid absence shall not be counted as time worked in computing contract rights and benefits.

ARTICLE XIX
BEREAVEMENT

19.1: In the event of a death, in his or her immediate family, a regular full-time seniority employee covered by this Agreement will be granted upon request to his or her supervisor, a leave of absence with pay for a period not to exceed five (5) regularly scheduled working days.

19.2: "Immediate family" is defined as the wife, husband, child, brother, sister, parent, father-in-law, mother-in-law, grandfather, grandmother or other relatives living on a full time basis in the residence of the employee.

ARTICLE XX
SICK LEAVE

20.1: All regular full-time seniority employees shall be entitled to fifteen (15) days of sick leave per calendar year which shall accumulate at the rate of ten (10) hours per month worked or while on authorized paid leave. Employees shall fill out an absence form stating the nature of illness upon return in order to be eligible for use of sick leave hereunder.

20.2: Employees may donate sick days, in increments of eight (8) hours to another employee within the bargaining unit, providing the following conditions exist:

- A. The donee has no accumulated sick days available for use.
- B. The Donor retains a minimum of 240 hours for his own use.
- C. Because of the donee's present health, such donation is necessary to prevent undue hardship on the employee.
- D. The donor has not submitted his resignation or has not been terminated by the employer.

20.3: To be paid, for sick days, the employee shall, during the first three (3) days of illness, notify his or her supervisor, within the first two (2) hours of the beginning of his or her

shift. In the event, they anticipate in excess of three (3) days illness, they shall on the third day, give an estimate as to the total number of days they anticipate being absent from work, due to illness. After three (3) continuous days of sick leave, the employee may be requested to submit medical verification of their illness. Sick leave may be accumulated from year to year to a maximum of one hundred fifty (150) days. Sick days taken by employees shall be drawn from the earned days before banked days are used.

20.4: Upon the retirement or death of the employee, fifty (50%) percent of any unused accumulated sick days shall be paid to the employee, or, in the event of the employee's death, to his or her designated beneficiary. Such payment shall also be paid to employees if the employee quits with ten (10) or more years of seniority. The maximum payment upon retirement, death, or voluntary separation from employment will be fifty (50%) percent of the employee's unused accumulated sick leave at the date of retirement, death, or separation, to be computed at the employee's current rate of pay.

ARTICLE XXI
JURY DUTY

21.1: Any regular full-time seniority employee who is called to and reports for jury duty on a day that he or she otherwise would have been scheduled to work shall be paid a sum equal to the difference between:

- A. The employee's regular straight time hourly rate, exclusive of any premium pay, for the number of hours not exceeding eight (8) that he or she otherwise would have been scheduled to work but actually spent on jury duty.
- B. The fees and any other payment received by the employee for jury duty. The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) working days in any calendar year, unless the employee is serving on a jury at the end of thirty (30) days, in which case jury duty pay shall continue until that jury has been discharged by the Court.

In order to receive payment under this Section, an employee must give the city prior notice that he or she has been summoned for jury duty and must furnish

satisfactory evidence that jury duty was performed during the hours for which payment is claimed. The provisions of the Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

The City will pay employees their regular rate of pay when they are required to appear on behalf of the city in a work-related court suit.

ARTICLE XXII
PERSONAL BUSINESS DAYS

22.1: A regular full-time seniority employee shall be entitled to four (4) days leave with pay per calendar year for personal business which may be taken upon prior request at a time mutually agreeable to the employee and his supervisor, provided:

- A. He or she secures approval from his or her supervisor. Personal business days may not be accumulated from year to year.

Personal business days may be taken in one-half (1/2) day multiples or less upon authorization of the Department Heads. (4 days-effective 7-1-81)

ARTICLE XXIII
HOLIDAYS

23.1: Regular full-time seniority employees covered by this Agreement shall receive holiday pay for New Years' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Veteran's Day, the day before Christmas Day, Christmas Day, and day before New Year's Day, and employee's Birthday, provided they meet all of the eligibility requirements set forth herein.

- A. Employee's birthday providing that if birthday falls on Saturday or Sunday, the employee shall be given the preceding Friday or the following Monday.

23.2: To qualify for holiday pay, employees:

- A. Must have completed their probationary period and attained seniority by the date the holiday occurs.

- B. Must have worked the last day their department was scheduled to work prior to the holiday and the next day their department was scheduled to work after such holiday.

Employees eligible under those provisions shall receive eight (8) hours pay at their regular full-time hourly rate, exclusive of any premium pay, for each full holiday recognized herein. If a regular full-time employee is assigned to work on a holiday recognized herein, he or she shall be paid at two and one-half (1/2) times his or her regular straight time rate of pay for all hours worked. This premium rate includes the eight (8) hours straight time pay which he would have received if the holiday had not been worked.

If an employee is assigned to work on any of the contractually recognized holidays but fails to do so, he or she shall not receive holiday pay.

If a contractually recognized holiday occurs within an eligible employee's approved vacation period, he or she shall be paid for the holiday and the vacation period may be extended if prior approval from the Department head is obtained.

23.3: Whenever one of the contractually recognized holidays falls on a Saturday, the preceding Friday shall be designated as the official holiday, whenever one of these holidays falls on a Sunday, the following Monday shall be designated as the official holiday. Holiday premium pay shall be paid only for work on the day so designated and not on the day of the actual holiday.

23.4: A compensatory day shall be given for an employee's Birthday when it falls on another contractually recognized holiday it shall be the following day.

ARTICLE XXIV
VACATION

24.1: Regular full-time seniority employees covered by this Agreement shall receive paid vacations in accordance with the following schedule:

- A. Employees who, as of the anniversary date of their employment, have completed one (1) but less than five (5) years of continuous employment since their

last hiring date shall be entitled to ten (10) days of vacation with pay.

- B. Employees who, as of the anniversary date of their employment, have completed five (5) years but less than twelve (12) years of continuous service since their last hiring date shall be entitled to fifteen (15) days of vacation with pay.
- C. Employees who, as of the anniversary date of their employment, have completed twelve (12) years of continuous service since their last hiring date but less than twenty (20) year of continuous service shall be entitled to twenty (20) days of vacation time with pay.
- D. Employees who have completed twenty (20) years of service shall be entitled to twenty five (25) days of vacation time with pay.
- E. Eligibility for vacation time and pay shall accrue on the employee's anniversary date in accordance with the foregoing schedule.

24.2: To qualify for a paid vacation as provided herein, an employee must have worked at least 1900 hours during the twelve (12) month period preceding the anniversary date of his employment. For the purposes of determining the number of qualifying hours of vacation eligibility, time spent on authorized paid funeral leave, paid sick leave, paid jury duty leave, paid personal business days, paid holidays and paid vacation will be considered hours worked.

24.3: After the employee's first anniversary, they shall be allowed to take their vacations any time during the next calendar year, subject to the following:

For less than 1900 hours worked during the year, an employee's earned vacation shall be prorated against a full year of 2080 hours.

- A. At the absolute discretion of the Department Head, an employee may be allowed to carry over five (5) consecutive days of vacation to the following year only, to be paid at the rate of pay applicable to the present wage of the year in which the vacation was earned.
- B. The City shall determine the vacation schedule, including the number and identity of the employees

who can be excused for vacation purposes at any one time and the amount of earned vacation time which may be taken during each approved vacation period.

- C. Employees who wish to take vacations must submit a written request to the City on or before March 31 of each year indicating their preferred vacation period or periods. If two or more employees request the same or otherwise overlapping vacation periods and both or all cannot be spared at such time, the employer will give preference to the employee with the most departmental seniority to the extent consistent with the efficient operation of the City. The city will announce the vacation schedule on or about April 15 of each year. No employee may take a vacation at anytime other than as provided in the vacation schedule without the written consent of the City. The Employer may revise the vacation schedule, if required, to maintain the efficient operation of the City.

ARTICLE XXV
HOURS OF EMPLOYMENT

25.1: The normal work day for regular full-time employees shall consist of eight (8) hours of work, excluding a sixty (60) minute lunch period, thirty (30) minutes of which shall be paid and thirty (30) minutes of which shall be unpaid during their scheduled shift. Regular full-time employees shall be entitled to two (2) fifteen-minute break periods per eight (8) hour shift at a time designated by the City. The normal work week for regular full-time employees, shall be from 12:01 a.m. Sunday through 11:59 p.m. Saturday, and shall consist of five (5) work days, Monday through Friday. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week.

For all employees, the work hour shall be broken down into four (4) fifteen (15) minutes segments. An employee shall be noted as late for work if he or she does not report ready for work at his or her work station at his or her starting time. If an employee reports for work late, seven (7) minutes or more after starting time, he or she shall be docked in major segments of one quarter (1/4) of an hour.

25.2: Upon proper notification, an employee requested to work overtime will be expected to do so. Overtime shall be allocated on an equitable basis within a reasonable period of time among all employees of the bargaining unit and on the shift affected,

provided they are capable of performing the work. Overtime pay shall be paid for all hours worked in excess of eight (8) in the normal work day or forty (40) in the regular work week. The rate for overtime pay shall be one and one-half (1-1/2) times the employee's regular hour rate excluding all forms of premium pay. Overtime pay shall not be pyramided compounded or paid twice for the same hours worked.

25.3: Meal Allowance. After ten (10) consecutive hours of continuous work and after each four (4) hour period of continuous overtime work immediately subsequent thereto, each employee so working shall receive a paid meal allowance in the amount of \$5.00.

ARTICLE XXVI
RATE OF PAY

26.1: The provisions with respect to hourly rates of pay are set forth, in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII
LONGEVITY PAY

27.1: Each regular full-time employee shall be entitled to receive longevity pay of One Hundred dollars (\$100.00) on the second Friday of July, provided he or she has completed his or her fifth anniversary date of employment prior to July 1st of that year. Each year thereafter this amount shall be increased by \$35.00 for each additional year of service during which he or she worked more than 1900 hours, to a maximum of seven hundred sixty-five dollars (\$765.00).

For less than 1900 hours of work in any year, longevity pay and credit for longevity pay eligibility shall be pro-rated on the basis of a full work year of 2080 hours.

ARTICLE XXVIII
CLOTHING ALLOWANCE

28.1: Each regular full-time seniority employee shall be entitled to the following:

- A. Effective July 1, 1988 a clothing allowance in the amount of one hundred twenty-five dollars (\$125.00). Effective July 1, 1989 a clothing allowance in the amount of one hundred fifty dollars (\$150.00). Such

allowances shall be payable on the first pay in October of each year.

ARTICLE XXIX
GROUP INSURANCE

29.1: During the term of this Agreement, the City shall continue to provide all regular full-time seniority employees the hospitalization and medical insurance coverage, including master medical. The City shall continue to pay the full cost of such coverage for the duration of this agreement. As soon as possible after the ratification and signing of this Agreement, the City will provide the following additional riders to the coverage ML, PPNV/I, and FEA/RC.

29.2: The City shall continue to provide each regular full-time seniority employee a life insurance policy in the amount of \$20,000 for death other than accidental and \$40,000 for accidental death.

29.3: The City shall continue to provide at no cost to the employees Blue Cross/Blue Shield Dental Comprehensive Preferred CR-50-50-50 MBL \$800.00 The City may change to another dental plan which is substantially equivalent to the Blue Cross/Blue Shield Dental Plan. Such coverage shall be current coverage as of June 30, 1986.

29.4: General provisions with respect to insurance are:

- A. The employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds or rebates earned without condition or limit of any kind. The hospitalization and major medical insurance provided above shall be substantially equivalent to Blue Cross/Blue Shield Master Medical Benefits.
- B. All benefits shall be subject to standard provisions set forth in the policy of policies.
- C. Benefits for otherwise eligible new employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.

- D. When employment or seniority is interrupted by discharge, quit or layoff, all insurance coverage continues only for the balance of the month in which such interruption occurs or until the next premium is due, whichever is later.
- E. Should the Employer be obligated by law to contribute to a governmental sponsored insurance program, 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. To escape such double payments the Employer shall be permitted to cancel only such benefits which duplicate compulsory governmental sponsored insurance programs.
- F. The Employer's obligation under this contract to provide insurance benefit to employee ceases upon employee reaching the age of sixty-five (65), except as provided in Article XXXI (Pensions).

ARTICLE XXX
UNION NOTICES

30.1: The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- A. Notices of Union meetings.
- B. Notices of Union elections and the results where they pertain to the Employer's employees.
- C. Notices of Union recreational and social events.
- D. Other reports of the Union,

The Notices and Reports shall not contain anything which is politically partisan, libelous, derogatory or critical of the City, the City's officers, agents, supervisors, employees, departments, subdivisions, services, techniques or methods.

30.2: There shall be no solicitation or distribution of any kind upon the Employer's premises other than as herein provided in Section 1 above.

ARTICLE XXXI
PENSIONS

31.1: The City agrees as a member of the Michigan Municipal employees Retirement System, to adopt the retain the appropriate Reciprocal Vesting Act (Article 88, 1961, P.89: effective September 8) for all current and future employees covered by this contract. Any termination of the above Retirement System and reciprocal Vesting Act, must be by mutual consent of the Union and the City. The City agrees to immediately adopt C-2 with B-1 base.

31.2: The City shall provide for the retiree and spouse Blue Cross/Blue Shield coverage on the supplemental program currently in effect. This coverage shall also be supplied to the employee and spouse in the event the employee retires because of medical disability, but only in the event the employee is receiving early retirement benefits because of this medical disability under the pension system. In the event the employee or spouse becomes employed and that employment furnishes Blue Cross/Blue Shield, or other hospitalization or major medical insurance which is substantially equivalent to Blue Cross/Blue Shield, the City's obligation shall cease. Upon the employee being eligible for medicare, the City shall only provide for the retiree's Blue Cross/Blue Shield complimentary package.

ARTICLE XXXII
MANAGEMENT RIGHTS

32.1: Except as specifically limited by the terms of the Agreement, all rights to manage, direct, and supervise the operations of the City and its employees are vested solely and exclusively in the Employer. These rights include, but are not limited to. the City's right to manage its municipality generally; to decide the number and location of facilities; to decide all machines and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facility and operations; to hire, layoff, assign, transfer, promote and demote employees; to determine the number of hours to be worked; to determine the qualifications of employees; to determine and redetermine job content; to determine the starting and quitting time; to make such reasonable rules and regulations not in conflict with the Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of City offices, and after advance notice thereof to the Union and the employees; to require compliance

therewith by employees; to discipline and discharge employees for just cause.

Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE XXXIII
CALL IN PAY

33.1: Regular full-time seniority employees called in to work other than their scheduled hours shall be expected to report for duty and shall receive a minimum of four (4) hours work or pay at his or her regular hourly rate except in cases of labor disputes, unforeseen circumstances, acts of God, or conditions beyond the control of the City rendering such work unavailable.

ARTICLE XXXIV
RETROACTIVITY

34.1: This Contract will be retroactive to July 1, 1988.

ARTICLE XXXV
MILEAGE

35.1: In the event an employee is directed by the Department Head to use his/her personal vehicle in connection with his/her employment, the City shall reimburse that employee at the mileage rate allowed by the IRS for the then current tax year.

ARTICLE XXXVI
BARGAINING UNIT WORK

36.1: Temporary and Part Time Employees. The City shall have the right to hire temporary and part-time employees to perform bargaining unit work. A part-time employee is one who is employed less than thirty (30) hours per week. A temporary employee is one who is hired for a period not to exceed ninety (90) days. All employees hired on a temporary or part-time basis shall be designated as such by the City and shall not be covered by the terms and conditions of this Agreement.

ARTICLE XXXVII
WAIVER

37.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXVIII
TERMINATION

38.1: This Agreement shall commence July 1, 1988, and shall continue in full force and effect until the 30th day of June, 1990, after which it shall continue in full force and effect from year to year therefore unless written notice is given by one party to the other, not less than sixty (60) nor more than ninety (90) days prior to any expiration date, that it desires to renegotiate this Agreement.

ARTICLE XXXIX
SAVINGS CLAUSE

39.1: In the event that any position of this Agreement is declared illegal, invalid, or inoperative by a court of competent jurisdiction. The balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet for the purpose of negotiating a mutually satisfactory replacement for the inoperative portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

TECHNICAL, PROFESSIONAL
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

CITY OF FLAT ROCK

Marvin Dudzinski
Marvin Dudzinski
Executive Board

Richard C Jones
Richard Jones
Mayor

Norman Koszuta
Norman Koszuta
City Clerk

FLAT ROCK CLERICAL ASSOCIATION

Mary Jo Oestrike
Mary Jo Oestrike, Steward

Carolyn Sargent
Carolyn Sargent,
Alternate Steward

APPENDIX A

CLASSIFICATIONS AND HOURLY RATES

Effective July 1, 1988:

<u>Class</u>	<u>Min.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>
Bookkeeper	8.92	9.04	9.16	9.28	9.40	9.52
Asst. to Treasurer	8.72	8.84	8.96	9.08	9.20	9.32
Asst. to Clerk	8.72	8.84	8.96	9.08	9.20	9.32
Water Billing Clerk	8.65	8.77	8.89	9.01	9.13	9.25
Building Dept. Clerk	8.65	8.77	8.89	9.01	9.13	9.25
Account Payable Clerk	8.17	8.29	8.41	8.53	8.65	8.77
Receptionist	7.78	7.90	8.02	8.14	8.26	8.38

Effective July 1, 1989:

<u>Class</u>	<u>Min.</u>	<u>6 Mo.</u>	<u>12 Mo.</u>	<u>18 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>
Bookkeeper	9.21	9.33	9.45	9.57	9.69	9.81
Asst. to Treasurer	9.01	9.13	9.25	9.37	9.49	9.61
Asst. to Clerk	9.01	9.13	9.25	9.37	9.49	9.61
Water Billing Clerk	8.94	9.06	9.18	9.30	9.42	9.54
Building Dept. Clerk	8.94	9.06	9.18	9.30	9 8 .42	9.54
Account Payable Clerk	8.46	8.58	8.70	8.82	8.94	9.06
Receptionist	8.07	8.19	8.31	8.43	8.55	8.67

The City may hire new employees at a probationary rate which shall not be less than forty-five cents (\$.45) under the minimum rate of the classification in which they are hired as provided elsewhere in this Agreement. Upon the successful completion of this probationary period, the employee will receive the minimum rate of the classification.