

6/30/91

AGREEMENT

between

THE CITY OF FLAT ROCK

and

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN
(TPOAM)

REPRESENTING THE DEPARTMENT OF PUBLIC
SERVICE EMPLOYEES

Effective July 1, 1989 to June 30, 1991

Flat Rock, City of

ARTICLE I
AGREEMENT

1.1: This Agreement is made and entered into on this _____ day of _____ 1990, by and between the City of Flat Rock, hereinafter referred to as the "City" or the "Employer", and the Technical, Professional and Officeworkers Association of Michigan, hereinafter referred to as "TPOAM" or "Union".

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment that the parties have agreed to, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, and the Union. To this end, the parties recognize that the job security of the employees depend upon the Employer's success in providing proper service to the community by 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: Pursuant to and in accordance with all applicable provisions of Act 536 of the Public Acts of Michigan of 1947, as amended, the City of Flat Rock, a municipal corporation, hereinafter referred to as the "City", does hereby recognize the Technical, Professional and Officeworkers Association of Michigan, hereinafter referred to as the "Union" or "TPOAM" as the exclusive representative for all full-time employees of the department of Public Service; excluding office clerical, police department employees, supervisors, department heads, and elected officials. 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 and is extended relative to the bargaining unit mutually agreed to be and found appropriate in Michigan Employment Relations Commission Case No. R84 A-8.

ARTICLE IV
NON-DISCRIMINATION

4.1: Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

ARTICLE V
UNION SECURITY

5.1: Any employee who upon completion of the probationary period who is not a member of the Union/and who does not make application for membership shall, as a condition of employment, pay to the Union an initial service charge in an amount equal to the initiation fees uniformly required by the Union and thereafter 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, or 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. Upon receipt of a signed authorization from an employee in the form set forth below, the regular monthly dues of the Union or agency/service fee shall be deducted from such employee's pay. The local union shall notify 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 shall defend and indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City of any Department of the City for the purpose of complying with the provisions of this Article.

6.3: Form for Dues Deductions.

AUTHORIZATION FOR CHECKOFF OF
UNION DUES AND INITIATION FEE OR
AGENCY/SERVICE FEE

I hereby authorize the City of Flat Rock to deduct from my earnings:

_____ The regular monthly dues and initiation fee in the amount certified by the Local Union.

(I understand that I have no legal obligation to become a member of the Union.)

_____ Further, I authorize the remittance of such amount to said Union in accordance with the currently effective Agreement between the City of Flat Rock and the Union. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately, relieve the City, any Department of the City, the Union and their officers, representatives or agents from liability thereof.

_____ Date

_____ Print Name

_____ Signature

ARTICLE VII
REPRESENTATION

7.1: 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.

7.2: 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.

7.3: 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.

7.4: 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.

7.5: The Business Agent of the Union must notify the City or its designated representative prior to his or her appearance on City property for purposes of consulting with any bargaining unit employee concerning union business. Such permission shall not be unreasonably withheld.

7.6: The Union's Business Agent, the Steward, or the employee shall have the right to examine any City or payroll records as directly pertains to a grievance dispute by an employee. The City shall designate reasonable times to review such records.

ARTICLE VIII BULLETIN BOARD

8.1: The City shall provide a bulletin board in the facility where the employees report to work. The board shall be used for the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of the Union.
- E. Rulings or policies of the Union.

8.2: Notices and announcements shall not contain anything political or anything reflecting upon the City, any of its employees, or any labor organization, and no material, notices or announcements which violate the provision of this Article shall be posted.

ARTICLE IX
GRIEVANCE PROCEDURE

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

9.2: 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 (a). An employee who believes he has a grievance must first discuss his complaint with his supervisor, with or without his steward. 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 1 (b). 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 five (5) working days. If the subject grievance is not appealed within five (5) working days from the date of the supervisor's decision, his or her disposition shall be considered as settlement of the grievance.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the decision may be appealed, before the expiration of the above mentioned five (5) day period, by written petition to the Mayor 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 3. Any unresolved grievance which has been fully processed through the last step 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 seven (7) days of the Step 2 decision of the City Council and by simultaneously submitting the grievance to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with its applicable rules. In the event that neither party serves such written notice and submits the grievance to the American Arbitration Association within such seven (7) day period, the matter shall be considered as settled on the basis of the 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.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article XXIX 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.

Excluded from arbitration are disputes and unresolved grievance concerning the discipline or discharge of strikers who strike in violation of the no-strike pledge in this Agreement.

Excluded from arbitration at the election of the Employer, but in no manner waived in any other forum, are any monetary claims by the Employer against the Union, its officers or members for breach of the no-strike pledge in this Agreement.

(c) The arbitrator shall have no power to add 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 scales, rates on now 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 expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay 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.

9.3: Time Limit on Grievances. No grievance shall be filed or processed based on facts or events which have occurred prior to five (5) working days before the grievance is filed. 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 his 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 two (2) steps of the Grievance Procedure may be shortened or extended by mutual agreement in writing between the City and the Union.

9.4: The parties in recognition of the cost of arbitration and the principal that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by state of 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 than being processed shall be deemed withdrawn by the party filing.

ARTICLE X
DISCHARGE AND DISCIPLINE

10.1: 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.

10.2: 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 XI
NO STRIKE OR LOCKOUT

11.1: Under no circumstances will the Union cause a strike or work slow down 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 work slow down 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, work slow down or interference, until same has ceased.

11.2: 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.

11.3: The Employer (City) agrees not to lockout employees during the term of this Agreement.

ARTICLE XII
SENIORITY

12.1: 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.

12.2: Employees shall serve as 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.

All employees shall be probationary employees during their first three (3) months of employment within the bargaining unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regards to his or her length of service and without recourse to the grievance procedure. Nor shall the Union have recourse to the grievance procedure over the disciplined or dismissal of a probation employee.

During the probationary period an 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.

12.3: 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.

The City may create and fill job classifications which are deemed by the City as temporary, seasonal, or part-time positions. In no event shall such positions be in existence for more than four (4) continuous calendar months.

12.4: An 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 the 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 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;
- E. A settlement with the employee has been made for total disability;
- F. The employee is retired;
- G. 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 or two (2) years, whichever occurs sooner;
- H. The employee knowingly falsified pertinent information on his or her application for employment;
- I. Employee fails to have legally required certification.
- J. An employee overstays a leave of absence or a maternity leave.

12.5: In the event of a reduction in working force:

- A. All probationary and temporary 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 limited instruction or training.

12.6: In the event of an increase in force, all provisions of Section 12.5 shall be reversed.

12.7: 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.

12.8: 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 and training (not to exceed sixty (60) working days) period within which to qualify for the job. During the qualifying period he or she will receive rate of pay for the job he or she is qualifying for. 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. No job bid shall be considered from a higher rated to a lower rated job classification unless such bid down is necessary for the employee to move to a different job progression track.

Seniority and qualifications shall be the governing factor filling job openings. If in the judgment of management, two or more bidders for the same job openings 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 and
- B. if all bidders are current employees of the City, seniority shall govern. The provisions of this

Section shall not apply to temporary jobs (anticipated to last no longer than one hundred twenty (120) calendar days or to such longer period as the City and the Union may agree) which may be filled in the City's discretion.

12.9: An employee with seniority who is unable to perform his regular job satisfactorily because of physical disability incurred in the course of his employment with the City shall be permitted to exercise his or her seniority to acquire an available job within his or her department pursuant to the provisions of and subject to the conditions of the bidding procedures described in Section 12.8 above in another classification of lower or equal rate, provided he or she is fully qualified and capable of performing the work without instruction or training.

12.10: If the City eliminates a job covered by this Agreement, the employee affected may exercise his or her seniority to bump another employee in his or her department with less seniority in another classification of lower or equal rate in which the affected employee is fully qualified and immediately capable of performing the work without instruction or training.

Any employee who is on a permanent layoff due to the elimination of his/her department or job classification shall be entitled to bid for any job vacancy as provided elsewhere in this contract and shall be entitled to a thirty (30) working day training period to qualify for the job to be performed provided the job was not acquired by bumping another employee.

ARTICLE XIII
LEAVES OF ABSENCE

13.1: 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 discretion of the City upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his or her application. All authorizations, denials, or extensions of leaves of absence shall be written and signed by the employee's immediate supervisor and 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.

13.2: Medical leaves of absence.

- 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 three (3) 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, seniority permitting, as soon as the necessary schedule adjustments can be reasonably accomplished.

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

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

ARTICLE XIV
MATERNITY LEAVE

14.1: The Employer shall provide maternity leaves of absence, according to all applicable State and Federal laws.

ARTICLE XV
FUNERAL LEAVE

15.1: In the event of the death of an employee's spouse, child, or parent, 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. 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 three (3) regularly scheduled working days.

15.2: "Immediate family" is defined as the brother, sister, father-in-law, mother-in-law, grandfather, or grandmother, or other relative living on a full-time basis in the residence of the employee.

15.3: Additional time off for the death of persons not listed above may be extended to an employee at the sole discretion of the Department Head.

ARTICLE XVI
SICK LEAVE

16.1: All employees shall be entitled to fifteen (15) days of sick leave per calendar year which shall accumulate at the rate of 1.25 days 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.

16.2: 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 an 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.

16.3: Upon the retirement or death of the employee, fifty (50%) percent of unused accumulated sick days shall be paid to the employee, or, in the event of the employees death, to his or her designated beneficiary. Maximum accumulation of sick days at time of retirement or death, shall not exceed one hundred fifty (150) days.

16.4: Employees may donate sick days, in increments of either (8) hours, to another employee within the bargaining unit, providing the following conditions exist: (1) The donee has no accumulated sick days available for use; (2) The donor retains a minimum of thirty (30) days for his own use; (3) Because of the donee's present health, such donation is necessary to prevent undue hardship on the employee; (4) The donor has not submitted his resignation or has not been terminated by the employer.

16.5: Sick leave pay is granted for absence legitimately due to sickness or accident, only. If any employee has used more than sixty (60%) percent of his/her annual sick days in any one (1) year, the employee making claim for sick leave pay which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his/her duties.

ARTICLE XVII
JURY DUTY

17.1: Any 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: (1) 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 and (2) 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.

17.2: 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 this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

17.3: 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 XVIII
PERSONAL BUSINESS DAYS

18.1: 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, he or she secured 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.

18.2: Personal business days may not be accumulated from year to year.

18.3: Personal business days may be taken in one-half (1/2) day multiples or less upon authorization of the Department heads.

ARTICLE XIX
HOLIDAYS

19.1: Employees covered by this Agreement shall receive holiday pay for New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, Veteran's Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, provided they meet all of the eligibility requirements set forth herein.

Employees birthday, will be granted as additional holiday, providing that if birthday falls on Saturday or Sunday, the employee shall be given the preceding Friday or the following Monday.

19.2: 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, unless otherwise excused.

19.3: Employees eligible under these provisions shall receive eight (8) hours pay at their regular straight time hourly rate, exclusive of any premium pay, for each full holiday recognized herein.

19.4: 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 (2 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.

19.5: 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.

19.6: 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.

19.7: 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 at his or her regular straight time rate of pay for all hours worked on a Saturday or Sunday in which a holiday falls. If a compensatory day is given for an employee's birthday when it falls on another contractually recognized holiday, it shall be the following day.

19.8: The City agrees to post current lists of overtime hours worked. Such lists shall be updated every second payday.

ARTICLE XX
VACATIONS

20.1: 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) 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 shall be entitled to twenty (20) days of vacation with pay.
- D. Employees who have completed twenty (20) years of services 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.

20.2: To qualify for a paid vacation as provided herein, an employee must have worked at least 1900 hours during the twelve (12) months period preceding the anniversary date of his or her employment. For the purposes of determining the number of qualifying hours for vacation eligibility, time spent on authorized paid funeral leave, paid sick leave, paid jury duty leave, paid

personal business days, paid holidays and paid vacations will be considered hours worked.

20.3: 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 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 approved by the City. The Employer may revise the vacation schedule, if required, to maintain the efficient operation of the City.

ARTICLE XXI
HOURS OF EMPLOYMENT

21.1: The normal work day for regular full-time employees shall consist of eight (8) hours of work, excluding a thirty (30) minute lunch period without pay during their scheduled shift. Regular full-time employees shall be entitled to one (1) fifteen (15) minute break during each one-half (1/2) shift, at a time and designated by the City. Unless otherwise allowed by the City,

break periods shall not occur at the beginning or end of the shift, nor shall they be tacked on to a lunch period.

21.2: For all employees, the work hour shall be broken down into four (4) fifteen (15) minute segments. An employee shall be noted as late for work if he or she does not report ready for work at his or her 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.

21.3: Because of the nature of the departmental operations involved, an employee requested to work overtime or to report for work during his normal off-duty hours will be expected to do so. The City will give advance notice of overtime work whenever possible. However, the parties recognize that due to the nature of the operations involved, advance notice of overtime frequently will not be possible. Therefore, the shortness of notice will not justify a refusal to work overtime or to report for work when requested. A list showing an employee's accumulated overtime will be kept to facilitate the equalization of overtime. New employees will be placed on this list with the average number of accumulated hours listed for the other employees.

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

21.5: Overtime pay shall be paid for all hours worked in excess of eight (8) in the normal work day or forty (40) in the normal work week. The rate for overtime pay shall be one and one-half (1-1/2) times the employee's regular hourly rate excluding all forms of premium pay. Overtime pay shall not be pyramided, accumulated, or paid twice for the same hours worked.

21.6: It is agreed between the Union/TPOAM and the City of Flat Rock that the interpretation of the overtime provisions contained in the contract shall mean that in the event an employee works three consecutive shifts without at least a six (6) hour break and begins his next regular scheduled shift, that the employee will be paid continuous overtime through that shift.

21.7: 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.

21.8: Equalization of Overtime. The City will attempt to equalize overtime among employees who have previously registered

with the department head the desire to work overtime. Subject to the following, whenever overtime is required, the person registered with the least number of overtime hours in that classification will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the registered employee was unavailable, or did not choose to work will be charged at the maximum number of hours of any employee working overtime during that period. On January 1 the registered employee equalization shall be reestablished with each employee subject to the equalization process being placed in the order existing at the time of expiration. There shall be no carryover into a calendar year as to charged overtime.

Employees newly entered in a classification as a new registrant shall be credited with the highest number of hours of the equalization group entered. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

- A. 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 if such overtime is for less than six (6) hours.
- B. To be charged for overtime hours not worked, employees shall be contacted for such overtime work at their City registered telephone number by the designee of the Department Supervisor. The word of the City contacting party shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.
- C. Employees accepting overtime must accept all hours offered.
- D. Employees without telephones or currently registered telephone numbers are not eligible for telephonic requests for overtime call and shall be charged accordingly.
- E. Any employee who is excused from work due to illness, vacation or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift.
- F. In the event that all registered employees in a classification refuse call, the City shall not be restricted in using bargaining unit persons to

voluntarily fill overtime requirements; provided, should there be no volunteers or willing registrants, bargaining unit employees will be required to work overtime, least senior employee first.

ARTICLE XXII
LONGEVITY PAY

22.1: 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 twenty-five (\$25.00) dollars for each additional year of service during which he or she worked more than 1,900 hours, to a maximum of five hundred (\$500.00) dollars. Increases in longevity pay shall be retroactive to July 1, 1975, and these increases shall be paid, within ten (10) working days, after the ratification and signing of this contract. 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.

22.2: Effective July 1, 1989 the maximum longevity pay shall be increased to seven hundred (\$700.00) dollars.

ARTICLE XXIII
CALL IN PAY

23.1: 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 XXIV
CLOTHING ALLOWANCE

24.1: For each full fiscal year commencing after the execution of the Agreement, the City will budget amounts not to exceed two hundred seventy-five dollars (\$275.00) to be paid in cash as a clothing allowance to each regular full-time seniority employee covered by this Agreement. The clothing allowance shall be paid during the second week of July.

ARTICLE XXV
WEARING APPAREL

- 25.1: A. The City shall continue to supply employees with adequate raincoats, leather gloves, rubberized gloves, and knee or hip boots to the extent that it has done so in the past. It is understood that the cost of intentional damage to such items assigned to the employee will be deducted from his or her pay.
- B. The City shall continue to furnish the DPS mechanic with uniforms to the extent that it has done so in the past, although the DPS mechanic is not entitled to a clothing allowance as indicated in subsection 24.1, if mechanics choose to have the City furnish their uniforms.
- C. The City will purchase at least one pair of safety shoes for each employee every two (2) years, at the discretion of the department head. The City will have sole discretion in the selection of type and brand.

ARTICLE XXVI
HOSPITALIZATION/MEDICAL INSURANCE

26.1: During the term of this Agreement, the City shall continue to provide all regular full-time seniority employees hospitalization and medical insurance coverage, including master medical, and the ML, PPNV/I, and FAE/RC riders.

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

26.3: The City shall continue to provide, at its expense, the 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.

26.4: 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 or 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, layoff, strike, retirement, leave of absence or any other reason, all insurance coverage continuous only for the balance of the month in which such interruption occurs or until the next premium is due, which ever is later.
- E. Should the Employer be obligated by law to contribute to governmentally 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 Agreement to provide insurance benefits to employees ceases upon the employee reaching age 65 if those employees qualify for Medicare.

26.5: An employee may elect to be excluded from the medical, hospital, and dental group coverage insurance plans as described in the contract if the employee has duplicate coverage and is a beneficiary under another medical, hospital, and dental group insurance plan through a different source. Prior to making an election to be excluded, the employee must provide evidence of coverage under the other medical, hospital, and dental group insurance.

Such election shall be made in writing to the City, specifying the first day of the month in which the employee shall be excluded from the group insurance plan. The employee will not be excluded from the group insurance plan earlier than the date allowable by the insurance carrier.

The City shall pay to the employee one-half (1/2) of the monthly cost savings to the City as a result of employee's exclusion from the group. Payment shall be made with the first compensation check due to the employee, following the month in which the employee is excluded from the plan.

The employee may elect to re-enter the group insurance plan at any time as permitted by the rules and regulations of the group health insurer.

It shall be the sole obligation and responsibility of the employee to weigh and evaluate his or her decision to be excluded from the medical, hospital, and dental coverage under the contract. Neither the Employer nor the Union shall be liable for damages or reimbursement for medical, hospitalization, and dental expenses incurred by the employee in the event the insurance coverage is not sufficient or is not a duplication of the coverage available under the contract to the employee. The employee shall sign a waiver of liability form acceptable to the Employer and the Union when the election to be excluded from the medical, hospital, and dental insurance plan is made by the employee.

ARTICLE XXVII
HEALTH AND SAFETY

27.1: The City agrees to adhere to all State, Federal and Local Government laws and regulations concerning the safety and health of the employees covered by this Agreement during the hours of their employment and shall maintain the equipment used by these employees in a safe condition. In the event an employee believes a particular piece of equipment to be unsafe, he or she shall promptly notify his or her Department Head thereof in writing. Upon receipt of such written notification, the City shall make such investigation as it deems proper.

27.2: The City shall furnish such safety devices and/or equipment which the employees are required to use to properly safeguard their health and protect them from injury, to give adequate instruction in the use and maintenance of same. Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment required by the City. Any infraction of any safety rule or failure to use such safety devices or equipment assigned to an employee will be the subject for disciplinary action.

27.3: The City agrees to have two (2) men assigned to the job of checking all lift pumps.

ARTICLE XXVIII
PENSIONS

28.1: The City agrees as a member of the Michigan Municipal Employees Retirement System, to adopt and 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.

28.2: 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 a 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 and major medical insurance which is substantially equivalent to Blue Cross/Blue Shield, the City's obligation shall cease. Upon the employee or spouse being eligible for Medicare, the City shall only provide for the Blue Cross/Blue Shield supplemental package.

28.3: In the event the City obtains an irrevocable notice from an employee that he or she shall retire no earlier than sixty (60) days, nor later than ninety (90) days from the date of the notice, and that employee is eligible to retire with full benefits under the Employer's pension system, the Employer shall immediately cause to adopt and retain Plan C-2 (with B-1 base) for all current and future employees covered by this contract. The effective date of the new plan shall be no later than sixty (60) days after receiving notice of an employee's irrevocable election to retire.

28.4: Effective July 1, 1990, the City shall take appropriate action to implement Program B-2 of the Michigan Municipal Employees Retirement System under Act No. 427 of Public Acts of 1984, as amended.

ARTICLE XXIX
MANAGEMENT RIGHTS

29.1: Except as specifically limited by the terms of this 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 qualifications of employees; to determine and redetermine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of City plants, 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.

29.2: Subcontracting. The Union recognizes and agrees that the City reserves and retains the right to subcontract work.

ARTICLE XXX WAIVER

30.1: 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 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 obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or 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 XXXI RETROACTIVITY

31.1: This Contract will be retroactive as to wages only.

ARTICLE XXXII
MILEAGE

32.1: In the event an employee is directed by the department head to use his or her personal vehicle in connection with his or her employment, the City shall reimburse an employee at a rate per mile currently allowed by the Internal Revenue Service.

ARTICLE XXXIII
SAVINGS CLAUSE

33.1: In the event that any portion 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 this Agreement.

ARTICLE XXXIV
RESIDENCY

34.1: Employees will be allowed to reside up to 10 miles outside of City limits.

ARTICLE XXXV
POLITICAL ACTIVITY

35.1: Employees have the same rights to participate in political activity while off work as any citizen; except, that the holding of an elective or appointed office in the City of Flat Rock shall be governed by the provisions of the City Charter.

ARTICLE XXXVI
NEW CLASSIFICATION

36.1: The City agrees to notify the Union upon establishing any new classification in the bargaining unit. Upon request, the City will negotiate with the Union with respect to the rate of the new classification.

ARTICLE XXXVII
WORKERS COMPENSATION

37.1: 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 than one-half (1/2) day at a time.

ARTICLE XXXVIII

DURATION

38.1: This Agreement shall continue in full force and effect until June 30, 1991 after which it shall continue in full force and effect from year to year thereafter 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.

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

FOR THE UNION/TPOAM

Marvin Dudzinski
 Marvin Dudzinski
 Business Agent

FOR THE CITY OF FLAT ROCK

Richard C. Jones
 Richard Jones
 Mayor

Norman F. Koszuta
 Norman F. Koszuta

06-22-90

FOR THE LOCAL FLAT ROCK/
 TPOAM

Porter D. Kinsey
 Porter Kinsey, President

Alfred Brachman
 Vice President

APPENDIX A
HOURLY RATES

<u>Classification</u>	<u>July 1, 1989</u>	<u>July 1, 1990</u>
Mechanic	\$ 13.16	\$ 13.82
Heavy Equipment Operator	12.27	12.88
Special Utility	12.20	12.81
Utility	11.77	12.36
Custodian	10.01	10.51
Special Utility Leader	12.20 + 31	12.81 + 31
Meter Reader, Repair and Serviceman	13.94	14.64
Meter Reader, Repair and Serviceman, Assistant	12.24	12.86

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

None of the provisions of the Agreement shall be retroactive, except the increase in hourly rates, unless otherwise expressly