Woodhaven, City of

CITY OF WOODHAVEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

MICHIGAN COUNCIL NO. 25

LOCAL CHAPTER 292

OCTOBER 1, 1990 THRU SEPTEMBER 30, 1993
AGREEMENT

CITY OF WOODHAVEN _ A.F.S.C.M.E. UNION CONTRACT

			TABLE OF CONTENTS	PAGE	NO.
A	RTICLE	I	RECOGNITIONS		1
A	RTICLE	II	AID TO OTHER UNIONS		2
Α	RTICLE	III	MUTUAL RESPONSIBILITIES		2
A	RTICLE	IV	AGENCY SHOP AND DUES DEDUCTION		3
Α	RTICLE	v	REPRESENTATION		5
A	RTICLE	VI	GRIEVANCE PROCEDURE		7
A	RTICLE	VII	SENIORITY		10
A	RTICLE	VIII	HOURS OF WORK		12.
A	RTICLE	IX	CLASSIFICATION AND RATES		15
A	RTICLE	х	EMPLOYEE MOVEMENT		16
A	RTICLE	XI	OVERTIME		18
7	RTICLE	XII	LAYOFF AND RECALL		20
P	RTICLE	XIII	SICK LEAVE		21
P	RTICLE	VIX	LEAVES OF ABSENCE		24
7	RTICLE	XV	HOLIDAYS		27
7	RTICLE	XVI	VACATIONS		28
7	ARTICLE	XVII	INSURANCE COVERAGE		28
7	ARTICLE	XVIII	LONGEVITY		30
7	ARTICLE	XIX	PENSION PLAN		30
7	ARTICLE	xx	GENERAL PROVISIONS		31
7	ARTICLE	XXI	AGREEMENT		32
7	ARTICLE	xxII	TERM OF AGREEMENT		33
			WAGE SCHEDULE		34

CITY OF WOODHAVEN A.F.S.C.M.E. UNION CONTRACT

INDEX	PAGE NO.
AGENCY SHOP AND DUES DEDUCTION	3
AGREEMENT	32
AID TO OTHER UNIONS	2
AMENDMENTS	32
APPLICATION AND PROCEDURE	24
ASSIGNMENT OUT OF CLASSIFICATION	17
BULLETIN BOARDS	31
CALL-IN	19
CLASSIFICATION AND RATES	15
CLASSIFICATIONS	15
COMPUTING SENIORITY	10
CREATING NEW JOBS	16
DEFINITION OF TERMS	31
DENTAL & OPTICAL INSURANCE	29
[12] [13] [14] [15] [15] [15] [15] [15] [15] [15] [15	17
DISABILITY PREFERENCE DISTRIBUTION OF HOURS	
DISTRIBUTION OF HOURS	18
DOES AUTHORIZATION	5
DUES CHECK-OFF	4
ELIMINATION OF JOB	17
EMPLOYEE MOVEMENT	16
EMPLOYEES COVERED	1
FAIR EMPLOYMENT STANDARDS GENERAL PROVISIONS	3
GENERAL PROVISIONS	31
GRIEVANCE MEETINGS	6
GRIEVANCE PROCEDURE	7
HOLIDAY ON VACATION	28
HOLIDAYS	27
HOSPITAL AND MEDICAL INSURANCE	29
HOURS OF WORK	12
INSURANCE COVERAGE	28
LAYOFF AND RECALL	20
LAY-OFF SENIORITY	21
	24
LEAVES OF ABSENCE	
LIFE INSURANCE	29
LONG TERM DISABILITY	23
LONGEVITY	30
LOSS OF SENIORITY	11
MEAL TICKETS	15
MODIFICATION	33
MUTUAL RESPONSIBILITIES	2
NON-RESIDENCY	32
NOTICE OF OVERTIME	19
OVERTIME RATE	19
PAID LEAVES	25
PART-TIME EMPLOYEES	13
PENALTY FOR TARDINESS .	13
PENSION PLAN	30
PRESENT MEMBERSHIP	3
PRINTING OF CONTRACT	31
PROBATIONARY EMPLOYEES	10
PROCEDURE	7
PROMOTIONS	16
PROMOTIONS OUT OF BARGAINING UNIT	
RATES	15
RECALL PROCEDURE	21

CITY OF WOODHAVEN A.F.S.C.M.E._ UNION CONTRACT

	W.
INDEX	PAGE NO.
RECOGNITIONS	1
REGULAR WORK DAY	12
REGULAR WORK WEEK	12
REPRESENTATION	5
REQUIREMENT FOR HOLIDAY PAY & RATH	
RETIREES	29
SAFETY	31
SAVINGS CLAUSE	32
SEASONAL, TEMPORARY, PART-TIME	11
SEASONAL AND TEMPORARY EMPLOYEES	14
SENIORITY	10
SENIORITY DEFINITION	10
SENIORITY LIST	12
SENT HOME PAY	13
SHORT TERM DISABILITY	23
SICK LEAVE	21
SPECIAL CONFERENCES	6
SUBCONTRACTING	3
SUPERVISORS/BARGAINING UNIT WORK	14
TERM OF AGREEMENT	33
TIME OF VACATION	28
TIME STIPULATION	9
TRAINING PROGRAM	17
TRANSFER STATION - SATURDAY WORK	31
TUITION REIMBURSEMENT	32
UNION POSITIONS	5
UNPAID LEAVES	. 25
UNPAID SICK LEAVE	26
VACATION SCHEDULE	28
WAGE SCHEDULE	34
WORKER'S COMPENSATION	23

This Agreement is entered into on this first (1st) day of October, 1990, as ratified on between the City of Woodhaven, a Municipal Corp., hereinafter referred to as the ("EMPLOYER") and Local Chapter 292, affiliated with Michigan Council No.25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the ("UNION").

PURPOSE AND INTENT

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

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

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

ARTICLE I RECOGNITIONS

Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as mended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

Employees of the City, excluding:

- A. All non-clerical Police Department Employees
- B. All non-clerical Fire Department Employees
- C. Dog Warden
- D. C.E.T.A.
- E. Seasonal, Temporary, Part-time Employees
- F. Persons working under School, College, University or Government sponsored programs for Training.
- G. Elected or Appointed Officials
- H. Supervisors
- I. Matron
- J. One Confidential Clerk

ARTICLE II AID TO OTHER UNIONS

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

ARTICLE III MUTUAL RESPONSIBILITIES

Section 1. City

A. City Authority and Management Rights: It is understood and agreed that the City possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the City, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the City.

The listing of specific rights in this section is not intended to be, nor should be, considered constrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein.

B. Discrimination or Coercion by City: Neither the City nor any of its agents will exercise discrimination, interference, restraint or coercion against any members of the Union on account of such membership.

Section 2. Union

- A. Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity. (Except as provided in Article VII, Section 6, Paragraph C)
- B. Neither the Union nor its members will solicit membership, collect dues or dues check-off authorization on the City's time, or coerce or intimidate employees.

Section 3. Mutual

A. Strike Provisions

(1) Unauthorized Strikes and Slowdowns - While the Union will not be responsible for strikes, work stoppage slowdowns, or other interruptions, it will not encourage, sanction, or approve of any strike, stoppage, slowdown, or other interruption

of work. On the contrary, the Union will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown or other interruption of work.

- (2) Discipline by City Any strike, stoppage, slowdown, or other interruption of work in violation of this agreement may result in discipline by the City.
- (3) Lockouts Prohibited The City will not put into effect any lockout during the term of this agreement.

Section 4. Fair Employment Standards

The City and the Union recognize their respective responsibilities under Federal and State Laws relating to Fair Employment Practices. The City and the Union recognize moral principles involved in the area of civil rights and have reaffirmed in this collective bargaining agreement their commitment not to discriminate because of race, religion, color, age, sex, marital status or national origin.

Section 5. Subcontracting

- A. Decisions regarding contracting work out of the City is within the discretion of the City. However, the City agrees to inform the Union prior to entering into any subcontracts involving work currently performed by members of the Union which will or may result in a reduction in force. However, the City will not subcontract work normally performed by the bargaining unit employees if, in its judgment, it has the available manpower, proper equipment, capacity and ability to perform such work and can perform it in an efficient and economical basis.
- B. Should, based on the above, the City determine to subcontract, any such contract will not be implemented until such time as the City shall negotiate any changes in working conditions, including layoff, with the Union.

ARTICLE IV AGENCY SHOP AND DUES DEDUCTION

Section 1. Present Membership

All employees who are members of the Union as of the signing of this agreement, or who become members of the Union, shall within ninety (90) actual worked days of the effective date of this agreement (as to present employees), or within ninety

(90) actual worked days of their date of hire (as to future employees) become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the City who are members of the Union.

Section 2. Dues Check-Off

The Employer agrees to deduct the Union membership initiation fee, assessment and once each month, dues or service fees from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the 15th of each month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

Section 3. Dues Authorization

The following paragraph shall appear on a card which shall be personally signed by the employee:

AMERICAN FEDERATING STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL - CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:	
PLEASE PRINT LAST NAME FIRST N	NAME MIDDLE NAME
TO:	
NAME OF EMPLOYER	DEPARTMENT
EFFECTIVE I HEREBY REQUEST	T AND AUTHORIZE YOU TO
DEDUCT FROM MY EARNINGS EACH PAYROLL PERIO	AN AMOUNT SUFFICIENT TO
provide for the regular payment of the curvaint dues established by AFSCME Local Urfle amount shall be certified by Local Urfle and any change in such amount shall be so deducted shall be paid to the Treasurer of NoAFSCME. This authorization shaunless terminated by me during the two we toof any year.	nion/Council No nion/Council No o certified. The amount of Local/Union Council all remain in effect
EMPLOYEES SIGNATURE	
STREET ADDRESS	
CITY AND STATE	
ARTICLE V	

Section 1. <u>Union Positions</u>

A. Officers - The Union Officers shall be determined by the by-laws of the Union.

REPRESENTATION

B. Stewards - There shall be two stewards, one to represent clerical employees and one to represent all other members of the Union.

- C. Bargaining Committee One Union member from the clerical employees group, one member representing all other members and the chapter chairperson shall be the Union's bargaining committee. Other representatives may be present if necessary and substitutions may be made by the Union if necessary. Members of the committee shall not lose time or pay while engaged in the collective bargaining process during their regular work hours. Times and dates to be mutually agreed upon between the parties.
- D. List of Officers A list of the Union's executive officers and stewards will be given to the City and kept up to date.
 - (1) Supervisory List The Employer shall establish and post a list showing who an employee is responsible to in supervision, and the supervisory chain of command.

Section 2. Special Conferences

Special conferences will be arranged between the Local Union and the Administrative Assistant upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Union and two (2) representatives of the City.

Arrangements for such special conferences shall be made at least 24 hours in advance and shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

Section 3. Grievance

- A. Regular Committee Meetings Regular meetings of the bargaining committee and management committee shall be held from 9:30 to 11:30 on the first Wednesday of each month to handle pending grievances.
- B. Adjournment of Meeting If there are no written grievances pending, the meeting may be postponed until a date mutually agreed upon.

- C. Special Meetings If necessary, additional meetings of the bargaining committee and management committee shall be arranged.
- D. Processing Grievances All parties will process grievances as rapidly as possible.
- E. Pay for Grievance Work All regular time lost from work by the designated Union Representative while engaged in the handling of a grievances shall be paid for by the City at the employee's regular hourly earnings.
- F. Grievance Work on City Time Accredited Union Representatives shall have the right to leave their jobs when it becomes necessary to contact employees for the purpose of settling or investigating grievances on approval of their supervisors.
- G. Grievance Forms The City shall provide grievance forms. Written answers to grievances shall be in triplicate, one copy to the President of the Union, one copy to the department steward and one copy to the employee involved.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. Procedure

Step One - Grievances shall be processed within five (5) working days of the occurrence, or within five (5) working days of when the grievant knew or should have known of the occurrence. Except where agreed upon by both parties, the grievance shall first be taken up by a department steward or chapter chairperson with the supervisor in charge.

<u>Step Two</u> - If the grievance is not resolved within two (2) working days of Step One meeting, it shall be reduced to writing by the Union and transmitted to the Union Chapter Chairperson, Department Steward, and the Department Superintendent. Answers to written grievances are to be in writing.

Step Three - If the grievance is not resolved within an additional five (5) working days, it shall be referred by the Union to the Administrative Assistant. Within ten (10) working days thereafter, a meeting of the Union grievance committee and the administrative assistant shall be called. A representative of Council No. 25 and/or the International Union may be called and be present. Within twenty (20) working days after the meeting is concluded, the administrative assistant shall respond in writing to the grievance.

Step Four - Arbitration - If the grievance is still unsettled, either party may, after the reply of the employer is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. If the parties fail to select an arbitrator, the American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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

The costs of the arbitrators services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expense.

- 1. The parties shall notify one of the arbitrators for the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on the basis of availability from the arbitrator list. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.
- The Parties recognize that, through no fault of either, an arbitrator may not be available for any extended period of time, to hear a case. The Parties may then move to the next available arbitrator listed.
- Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.

- 4. Any arbitrator on the list may be removed from the list unilaterally by either party during the life of the Agreement by written notice to the other party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- 5. If all arbitrators listed in the attached Letter of Understanding are made unavailable according to the provisions above, the American Arbitration Association procedure shall be followed by the Parties. Likewise, if the Parties mutually agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

Section 2. Time Stipulation

- A. Time of Appeals Any grievance not appealed in accordance with this procedure from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review. Any grievance not answered within the time frames of step two or three by the Employer shall be considered settled on the basis of the Union's request for settlement.
- B. Extending Time In unusual circumstances the time limits specified in the above steps may be extended by mutual agreement. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that an employee may have recovered.
- C. Withdrawing Grievances Any grievance may be withdrawn with or without prejudice by the Union at any step of the grievance procedure. Any such withdrawal shall not be construed by the Employer to mean that the Union has accepted its answers to any such withdrawn grievances.

ARTICLE VII SENIORITY

Section 1. Definition

- A. Seniority is preference or priority by length of service with definite rights qualifying employees for employment when work is available. The purpose of this is to provide a declared policy of security measured by length of service.
 - B. Seniority shall be department wide except as follows:
 - (1) An employee transferred to another department shall, ninety working days after such transfer, accumulate all of his seniority with the City.
 - (2) An employee shall not bump other employees except in case of layoff, job or classification elimination.
 - (3) During the first ninety (90) working days of transfer, such employee shall not be barred from the usual procedure of bidding.
- C. Seniority Preference City-wide seniority within the bargaining unit shall be the governing factor in shift and vacation period preference, in lay-offs, job classification elimination and rehirings.

Section 2. Probationary Employees

The City reserves the exclusive rights during the first ninety (90) working days worked by new hire employees to determine whether a worker is competent and qualified. However, the Union will represent the probationary employee in regards to wages, hours and working conditions but shall not represent such employees in regards to discipline and/or discharge enacted by the Employer.

Section 3. Computing Seniority

- A. Seniority Beginning Date An employee retained on the payroll after having completed his probationary period of ninety (90) working days (part days will be considered as full days), shall be considered a regular employee and his seniority shall be counted as of the first day worked.
- B. New-Hire Provisions Where employees have the same seniority date, the "employee number" assigned to the employee at the time of his actual employment shall determine the order of seniority. In the event employees shall have identical actual employment, they shall draw lots for assignment of the earlier "employee number".

- C. Considerations Time on the payroll as a full-time employee will be counted as continuous service for the purpose of seniority. Time off the payroll will also be counted, unless otherwise stated in this Agreement, if the employee:
 - (1) Is unable to work because of sickness or injury (including on job injuries)
 - (2) Is on leave of absence
 - (3) Has rights as defined by the universal military training and service. (Act Public Law 51 - 82nd Congress)
 - (4) If an employee is discharged for just cause.

Section 4. Loss of Seniority

Seniority may be broken for the following reasons only:

A. If the employee quits.

B. If the employee is absent from work longer than three consecutive work days without properly notifying the City by:

(1) Registered mail,

(2) Telephone call, confirmed by registered mail,

(3) Telegram, or

- (4) In person, unless he presents satisfactory reasons for failure to notify
- (5) For being absent more than three work days.

Section 5. Seasonal, Temporary, Part-time

Seasonal, temporary, and casual part-time employees, as defined in Article VIII, Sections 6 & 7, shall not acquire seniority. However, temporary employees who become permanent, full-time employees shall be entitled to credit toward their seniority for days actually worked during such temporary employment. In the event that the temporary employment was for less than a full service day or service week defined in this Agreement (Article IX), said time shall be pro-rated and credited to the employee's probationary period. No more than ninety (90) actually worked days shall be credited to any such employee.

Section 6. Promotions Out of Bargaining Unit

A. Employees transferred out of the bargaining unit shall have their bargaining unit seniority frozen on the date the employee leaves the bargaining unit. He shall not accumulate seniority for any time spent out of the bargaining unit. When said employee's services are not needed on supervision, he shall

be returned to the bargaining unit. He shall then return to the job he held at the time of promotion, but will not displace employees having more seniority; otherwise, he may request a job according to the same provisions as where a job is eliminated.

- B. Excluded employees with no previous bargaining unit seniority record with the City as Workers when demoted, will be placed at the bottom of the seniority list.
- C. When an employee, with his consent, is assigned to a temporary position out of the bargaining unit (not to exceed six (6) months within a twelve (12) month period), he shall continue to pay dues and shall accrue seniority in his regular department within the bargaining unit. Extensions may be granted with the consent of the Union.

Section 7. Seniority List

The seniority of all employees shall be kept up to date and posted on the bulletin board.

ARTICLE VIII HOURS OF WORK

Section 1. Regular Work Day

Eight consecutive working hours in any twenty-four hour period shall constitute a regular work day.

Section 2. Regular Work Week

Five consecutive eight hour days beginning with the starting time of the employee's shift on Monday shall constitute a regular work week.

Section 3. Hours of Work

The hours of work shall be as follows, unless specifically changed by mutual agreement.

- A. Clerical Office Hours The clerical hours for office work shall be from 9:00 a.m. to 5:00 p.m. with one-half hour paid lunch.
- B. The hours for all other employees shall be from 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, provided however, that the hours for the transfer station shall be from 8:00 a.m. to 4:30 p.m. with one-half hour unpaid lunch. These shall be the regular hours unless otherwise agreed between the parties. The Janitor will work a forty (40) hour week from 7:00 a.m. to 3:30 p.m. usually; however, as mutually agreed

between the parties, this schedule shall be flexible.

- C. There shall be a fifteen (15) minute rest period in both the first and second half of the employee's shift.
- D. Provide for a second (2nd) shift premium of thirty (30) cents and a third (3rd) shift premium of forty (40) cents. However, before employees are eligible for the shift premium, they must have worked at least one (1) hour in that shift and shall receive the premium for only the hours worked in that shift.

The second shift shall begin at 3:00 p.m. and the third shift shall begin at 11:00 p.m.

Section 4. Sent Home Pay

Any employee scheduled to work but sent home before having worked four hours, or permitted to come to work without having been properly notified that there would be no work, shall receive a minimum of four hours pay at the regular hourly rate. This provision shall not apply in cases of major mechanical breakdown, stoppage of work by other employees, government restrictions or catastrophe.

Section 5. Penalty for Tardiness

When an employee is late for his work shift by five minutes or less, he shall be penalized 15 minutes. When an employee is late more than five but less than 15 minutes, his pay for that shift shall begin with the next half hour. When an employee is one-half hour late he shall report to his Supervisor.

Section 6. Part-time Employees

It is understood and agreed that part-time employees shall not be used whenever it would diminish the regular working hours of the regular employees. It is further understood and agreed that part-time employees shall not be used to fill any vacancy, promotional or otherwise, which would benefit regular employees.

- A. A part-time employee is an employee who either:
 - (1) Works irregularly, no more than ninety actual worked days in a fiscal year or;
 - (2) Normally works a schedule of not over twenty (20) hours per week, except the Recreation Department, which shall be not over thirty (30) hours per week.

- B. Part-time employees will not work overtime unless all the regular employees refuse to work overtime.
- C. No part-time employee shall work for more than one department at the same time.

Section 7. Seasonal and Temporary Employees

It is understood and agreed that Seasonal and/or Temporary employees shall not be used whenever it would diminish the regular working hours of the regular employees. The Employer shall notify the Union, in writing, of their intent to hire such employees.

- A. Temporary Employees Temporary employee shall mean:
 - (1) Any employee who is employed on a temporary basis but not to exceed 150 calendar days; or
 - (2) Any employee who is hired in connection with a specific project, work in which will not extend beyond its completion; or
 - (3) Any employee who is hired to fill a position left vacant because of an authorized leave of absence but only during the term of such leave as long as it does not exceed said leave, or six (6) months, whichever is greater; except in cases where the employee has notified the City, in writing, that he will not be returning from a leave; such positions will then be posted as a vacancy immediately.

B. Seasonal Employees

- (1) A seasonal employee shall be any employee hired on a seasonal basis who is employed for a special purpose or period of time, not to exceed ninety (90) actual worked days.
- C. Seasonal and temporary employees will not work overtime unless all the regular employees refuse to work overtime.
- D. No seasonal/temporary employee shall work for more than one department at the same time.

Section 8. Supervisors/Bargaining Unit Work

Supervisors will not perform bargaining unit work which will infringe on an employee's hours of work, or result in the

displacement of an employee except for instructions or emergencies or where sufficient employees cannot be reached to perform the work. The emergency shall be as determined by the department head or supervisors.

Section 9. Meal Tickets

The City will provide a \$5.00 meal allowance after working a 12-hour shift. This meal allowance is to be paid to employees in their paycheck in the pay period in which it is earned.

ARTICLE IX CLASSIFICATION AND RATES

Section 1. Classifications

- A. Classifications and wages for such shall be negotiated between the Employer and Union and made part of this Agreement.
- B. Classification descriptions shall be attached and made a part of this Agreement and shall be shown as attached to Schedule B.

Section 2. Rates

- A. Effective (insert dates) all classifications and steps shall be as shown on the attached Schedule A.
- B. Wage Increments Whenever a bargaining unit employee has transferred to a new job and he is not receiving the top pay in that job to which he has been transferred, his pay will be raised to the top pay in said category as of the 31st day worked on said job.

The starting wage of employees hired after 7/18/90 will be 70% of the current rate and will increase in 10% increments of the current rate on the employees anniversary date each year until maximized.

- C. Group Leader Whenever an employee is leading or responsible for three or more men he shall be termed a group leader, in which event he shall be paid 15 cents per hour over his regular rate of pay, which shall be not less then 10 cents more that the rate received by any person working under him. If the employee is returned to his former status, his rate of pay will likewise be reduced to its former status.
- D. Transportation Allowance The City shall furnish transportation for field work. In the event private cars are

driven, by mutual agreement of employee and management, mileage is allowed at the rate published by the Internal Revenue Service.

ARTICLE X EMPLOYEE MOVEMENT

Section 1. Promotions

When promotional openings occur and/or new job positions or Departments are created within the bargaining unit, a notice shall be posted on the bulletin board for six working days, at which time the employees may sign for such jobs. As an alternative to allow speedier action, a City representative may bring the opening directly to the attention of each person who is working and request he sign within 24 hours, if interested.

- A. The senior qualified applicant will be the procedure used in filling job openings and new positions, and in upgrading employees; provided, however, that this provision shall not apply to temporary jobs anticipated to last no longer than 10 working days, and to jobs of a longer period by agreement between the City and the Union. In a case of more than one qualified person, seniority will govern.
- B. Employees awarded promotional positions or upgrades shall be paid the rate of the promotional position or upgrade at the next higher rate above the rate they received prior to promoting or upgrading.
- C. Trial Period Also, a reasonable period of time, not exceeding thirty days, shall be granted to employees to perform new jobs and/or promotional jobs satisfactory to management, if acquired by transfer, bumping or job bidding, unless it is immediately obvious the employee does not have the potential to handle the job. Should an employee, for whatever reason, desire to return to his previous position, he shall be allowed to do so during this period.

Section 2. Creating New Jobs

- A. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply and notify the Union, in writing, prior to the posting of such job. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.
 - When new technology, or qualification are introduced to existing positions, the present

employee will be given reasonable opportunity to qualify for that job. Should the employee no longer wish the job, it will be posted.

B. Before any part-time positions are created which would involve bargaining unit work, or additional part-time employees are hired beyond the staffing levels existing as of May 1, 1982, the administration shall consult the Union Officers to determine if it is at all possible to create a permanent full-time position.

Section 3. Assignment Out of Classification

Employees doing other work outside of their regular job, whether transferred or not, shall receive the rate of the job assigned (provided 40 hours of training on the job have been completed), or the rate of their regular job, whichever is higher.

Section 4. Elimination of Job

When a job is eliminated, the employee affected may place himself, according to seniority, on any job in his department that is filled by an employee with less seniority. The employee with the least seniority who presently fills that job will be displaced. And this procedure continues until there is no further job available in the department, in which case the employee shall then exercise his City wide seniority to displace an employee of less seniority, providing he has the ability to perform the job in question.

Section 5. Disability Preference

An employee with seniority who, because of physical disability, is unable to perform his regular job satisfactorily, shall be given preference according to his seniority for such other available job as he is able to perform satisfactorily.

Section 6. Training Program

Should the Employer determine a need for a training program, the Employer shall notify the Union, in writing, of their intent to create such a program. Prior to the implementation of a training program, the employer and the Union shall meet to discuss the need. The parties shall meet within ten (10) working days of any request to meet. Should any employee feel the duration of a training program unreasonable, they may, within thirty (30) calendar days, file a grievance.

ARTICLE XI OVERTIME

Section 1. Distribution of Hours

Overtime hours of work shall be rotated and distributed as equally as reasonably possible in each calendar year among all full-time employees in each classification within their respective department, providing they have the ability to perform the work and make themselves available. Any refusal to work when contacted shall be charged against such employees in equalizing his overtime. A schedule of overtime shall be posted weekly and reviewed quarterly by the committee and management. any modification of the overtime procedures shall require ratification by the parties.

A. Special Provision - Clerical

- (1) Overtime shall be assigned to the employee normally assigned to the department where the overtime originated.
 - (a) If the person in his or her department refuses, or is unable to work overtime, and it is then to be offered to others, beginning with low overtime person, it will be done with a written form to avoid confusion and later misunderstandings. This form will contain the date, the type of overtime to be worked, and a place where each person offered the overtime can check either "I will" or "I will not" work the overtime offered. This way a person can not go back and say that he or she was unjustly charged for not working overtime.
- (2) Should the employee offered the overtime as outlined in item one (1) refuse said overtime, the clerical employees shall be offered the overtime in the order of lowest number of overtime hours worked to the highest number of overtime hours worked.
 - (a) Overtime should be offered to the person in his or her department first. If he or she refuses, it should then be offered to the low person, e.g: If the low person "A" refuses, it would then go the the next person "B". If "B" refuses, it would go to "C". If "C" refuses, it would to go "D". (Assume all have refused) If "C" later decides, after all others have refused, that he or she will work overtime, anyone above "C" in hours

worked (overtime) will not be charged. This way "C" will not be causing others above him or her to be penalized. If "C" does later decide to work, any overtime charged to anyone above him or her, through his or her refusal, should be erased.

(3) The above shall not require the Employer to assign overtime to an employee unable to perform the overtime assignment. Should an employee feel she has been by-passed for overtime entitled her in work she was able to perform, said employee may request a special meeting.

Section 2. Notice of Overtime

The Employer will give advance notice of overtime work to the employee(s) involved where and if possible. In emergency situations the parties accept the fact that advance notice of overtime will not be possible. The shortness of notice shall not be used as basis for refusal of overtime. The above shall not infringe upon the Employer's right to schedule overtime. It is the intent of this Section that the supervisor give notice as soon as possible after the overtime need is known to the supervisor.

On a prescheduled vacation time which ends or begins on a weekend, the employee shall not be required to work a prescheduled overtime during that period.

Section 3. Overtime Rate

- A. Employees shall receive time and one-half for all work over eight hours in any one day and over forty hours in any one week, and time and one-half on Saturday's and double time on Sunday's.
- B. For the purpose of computing overtime pay, the holiday shall be considered as time worked.

Section 4. Call-In

- A. Whenever an employee comes to work on request of management and works other than his regular time, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate.
- B. When an employee is called in to work, he shall have 30 minutes in which to report on the job.
- C. An employee on leave for any reason shall not be entitled to be called for any overtime assignment nor shall he be charged for refusing an overtime assignment while on any

leave.

D. Any employee who is off work for any reason, <u>personal</u>, <u>vacation</u>, <u>sick</u>, <u>etc.</u> shall not be called for overtime work until the start of the next 24 hour period which would be 12:01 a.m. of the following day, including Saturday and Sunday.

ARTICLE XII LAYOFF AND RECALL

Section 1. Layoff

In the event of a reduction of work force or layoff the following procedure shall apply:

- A. All part-time temporary, seasonal and probationary employees performing bargaining unit work shall be laid off first on a City wide basis before any seniority employees. Any full time bargaining unit employee laid off as a result of a departmental layoff, shall be granted a ten (10) day period to qualify or disqualify themselves for a position within any department performing bargaining unit work with part-time personnel. If the bargaining unit employee is unable to perform the job duties assigned, the City reserves the right to lay the employee off and continue its part time employment practice.
- B.1 Laid off seniority employees shall be granted a 10 day trial period to qualify or disqualify themselves from a position created by a lay off. If no qualified seniority employees are available, the City shall have the right to call back the necessary part-time employees who had previously been laid off.
- B.2 Any regular employee bumped from a department, who has greater city-wide seniority, will be able to displace a lesser seniority employee city-wide, provided the employee bumping city-wide has the ability to perform the work of the classification into which he bumps and he is given ten (10) actual worked days trial period in such position. This procedure shall continue until there is no further job available in the City, in which case the displaced employee shall then be laid off.
- C. In the event of a lay-off, the bargaining committee chairman shall be the last to be laid off, provided however, that he is immediately qualified to perform the work available.
- D. Special Holiday Provision Full time employees who are laid off for lack of work in the work week prior to or in the week in which a holiday occurs, shall be paid for such holiday.

E. The Employer shall notify the Union as far in advance as possible; however in any case, not less than ten (10) actual working days prior to any layoff. Any dispute between the parties as to seniority or implementation of this Article shall be a subject of the grievance procedure.

Section 2. Recall Procedure

- A. When the working force is increased after a layoff, regular employees will be recalled to the available position, by seniority and ability to perform the job within the layoff trial period, in the reverse order of layoff.
- B. No new bargaining unit employees will be hired by the Employer as long as there are employees laid off who have seniority.
- C. Recall Notice Notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to respond within three (3) working days of receipt of the proper notice, the employee shall be considered a quit. Extensions for reporting to work beyond the three (3) working day period may be granted by the Employer in proper cases.
- D. Address Change Requirement To protect their seniority, it is the employee's responsibility to notify the City of his current address or any change of address; for this the City will provide a receipt.

Section 3. Lay-off Seniority

A laid-off employee who had two years or less of service at the time of lay-off and who is recalled within five years from the date of his lay-off shall be given his previous service plus service credit for the time laid-off, provided such service credit will not exceed his actual service at time of lay-off. A laid-off employee who had more than two years of service at the time of lay-off and who is recalled at any time, shall be given his previous service plus service credit for the time laid off, provided such service credit will not exceed two years for any single period of lay-off. Laid-off employees will be considered for the purpose of recall only, to accumulate service credit as defined by the terms of this provision, during their period of lay-off rather than having such service credit deferred to such time as they may be recalled.

ARTICLE XIII SICK LEAVE

Section 1. Sick Leave

A "Sick Leave" shall be allowed only in case of actual sickness or disability.

A. Earning

- All regular full-time employees shall be entitled to twelve (12) days sick leave per year. It shall be used for sickness or personal leave and shall not accumulate beyond a total of 150 days.
- 2. All eligible employees shall commence earning such leave on the first day after the conclusion of their probationary period and shall earn one (1) day sick leave for each completed month of service, to a maximum of twelve (12) days per year.
- 3. An employee may not receive sick leave benefits for absence resulting from an injury arising out of and in the course of employment with an Employer other than the City of Woodhaven.
- 4. No sick leave credits shall be earned during the time an employee is on layoff or a leave of absence of any type; excluding worker's compensation.

B. Requirements for Using Sick Leave

- To be paid for sick days, the employee and/or a member of the employee's immediate family, as defined in Article 14 Section 2B, shall notify his supervisor prior to or within two (2) hours of the beginning of his 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.
- 2. After three (3) consecutive days absence, the employee may be required by the City to produce a medical certificate for his absence during the time for which sick leave is granted.
- C. In the event an employee has been separated, excluding lay-off, and subsequently is re-employed by the City, his sick leave accumulation shall be calculated as though he were a new employee.
- D. Employees severing employment with the City for any reason shall be paid for all unused sick days.

Section 2. Worker's Compensation

During the period the employee is under Worker's Compensation, the City will pay the difference between Worker's Compensation and the employee's regular pay provided the employee makes him or herself available for a medical check by the City physician when requested. The City shall continue the Life Insurance, Dental Insurance, Optical Insurance, and Blue Cross/Blue Shield coverage during the period the employee is under Worker's Compensation.

A. The Employer shall provide a light duty job position, if available, as specified by a medical certificate, for on the job injured employees so long as retaining such injured employee would not place a more senior employee on layoff; in such cases, the injured employee will be subject to layoff in accordance with his/her seniority. Injured employees shall return to their former position upon medical certification; if a layoff has been effected during the term of the compensible leave, such employee will return to their position if their seniority allows.

Section 3. Short Term Disability

The City shall pay the total premium cost for a short term disability program for all bargaining unit employees with the following weekly provisions:

- --An amount equal to 60% of an employee's Basic Weekly Earnings to a maximum of \$300 (three hundred dollars) rounded to the nearest \$1.00.
- --Elimination Period Accident, Sickness and Pregnancy 14 days
- --Maximum Benefit Period 26 Weeks
- --Benefit Week 7 Days
- --Daily Rate of Benefits 1/7 of Weekly Rate

Section 4. Long Term Disability

The program shall provide for monthly benefits equal to 60% of the average monthly earnings of the employee. It shall provide for a maximum monthly benefit not to exceed \$1,500 per month, with an elimination period of 180 days. It will also provide for a rehabilitation benefit, which shall be the LTD benefit less 80% of gross monthly earnings. The benefits shall be paid under the duration schedule provided for the LTD policy except as provided in the following paragraph:

It is hereby provided that any employee who has received benefits under the LTD program for a period of five (5) years

and who is eligible to retire under a retirement or pension program of the City of Woodhaven shall apply for benefits under said retirement or pension program. All benefits to the employee under the LTD program shall cease after the employee has received five (5) full years of benefits under the LTD program if he is eligible to receive benefits under a retirement or pension program of the City of Woodhaven and fails to apply for benefits under said pension or retirement program.

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Application and Procedure

- A. Leave Permitted Upon written application, requested leaves of absence may be granted with the consent of the City as provided in this agreement.
- B. Seniority Provisions on Leaves Seniority up to a maximum of one year shall accumulate on all leaves of absence unless otherwise specified in this agreement.
- C. Employees returning from leave, as approved by the City, shall return to their position held at the time any such leave was taken.
- D. Cancellation of Leave Any leave of absence granted for sickness or disability may be cancelled and revoked if a qualified physician hired by the City issues a written report stating that said employee is able to return to his or her former employment without danger to health. In any case, a medical certificate has to be presented prior to reinstatement.
- E. Extensions (like or similar to the original) of leaves may be granted at the discretion of the City; however, in no case shall extensions of any leaves of absence exceed one year.
- F. Consent to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee.

In the event that the City and Employee's physician are unable to agree on a physician, then the City and the Union shall obtain a list of an odd number of physician in the relevant medical field from the American Medical Association from Seaway Hospital and/or Wyandotte General and a physician will be chosen by alternately striking names.

Section 2. Paid Leaves

- A. Jury Duty The City agrees to pay an employee who serves as a juror on either a circuit court jury or federal district court jury the difference between his earnings as a juror and the straight time average hourly earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisors within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and the time served and the amount of pay received. An employee shall be assigned to the daytime shift during the period he is serving as a juror. This selection shall not apply during any period in which the employee might be laid off, or on an approved leave of absence.
- B. Funeral Pay An employee with seniority who is absent from work to attend the funeral of his parent, child, grandchild spouse, mother-in-law or father-in-law, brother or sister shall be paid his current hourly rate for the time lost from his regularly scheduled work shift by reason of such funeral during a period of three consecutive working days, one day being the day of the funeral, providing the employee attends the funeral. The department head may extend such time as in his opinion conditions warrant.
- C. Blood Drive An employee will be allowed reasonable time off for blood donations. The time off and extent thereof should be at the discretion of the employee's supervisor.
- D. Personal Days Each employee shall be entitled to three (3) paid personal days not deducted from sick days.

Section 3. Unpaid Leaves

- A. Maternity Leave Maternity leave shall be granted at no loss of seniority, based on a medical certificate. A leave for child care following the period of post natal care shall be granted upon request with a continuation of all fringe benefits for a maximum period of six months after delivery, provided the employee has as least two years service with the City. The City shall continue all fringe benefits for a period of one year, provided the employee has eight (8) years seniority with the City.
 - 1. Sick leave days will not accrue during maternity leave. Should health problems occur to the employee during the pregnancy, or, after the birth of the child should problems related to the birth occur to the employee, the employee shall be

entitled to utilize the sick leave provisions of this agreement.

- B. Military Leave City and Union recognize that the matter of leave of absence for an employee during the period of his military service is controlled by the applicable universal military training and service act, as amended, and as interpreted by decisions of the courts and regulations of the administrative agency administering any applicable act.
- C. National Guard Leave Employees who are members of the National Guard, Reserves, etc., shall be granted an automatic leave of absence for the purpose of attending active duty training.
- D. General Leave Employees may request a general leave of absence provided all paid sick leave days and vacation are exhausted, for any reason other than provided in this Article, for a period of up to six (6) months. This leave will be granted under the provision that no fringe benefits would be paid, no sick benefits accumulate, no vacation accumulate, no holiday pay and seniority would be frozen at date leave begins and would commence again when the leave ended. An employee seeking a general leave other than those especially provided for in this article must make suitable arrangements for the payment of premiums for the continuation of insurance prior to the leave being granted or as otherwise provided by Cobra.

Section 4. Unpaid Sick Leave

- A. Sick Leaves Sick leaves without pay and with a continuation of the following fringe benefits:
 - 1. Life Insurance
 - Dental Insurance
 - Optical Insurance
 - 4. Blue Cross/Blue Shield

May be granted based on medical certificate from a physician after paid sick leave days and vacation are exhausted. The City shall continue these fringe benefits for a period of one year, provided the employee has eight (8) years seniority with the City. Sick leave days will not accrue during a leave of absence of any type.

- B. The City will grant sick leave to any employee for periods of illness not exceeding thirty (30) calendar days, provided that the City receives a certificate of incapacity to work from a physician.
- C. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the City for prior

approval and shall be accompanied by a physician's certificate supporting said request. The City reserves the right to require medical examination from a City designated physician and may require further medical reports, from time to time, at the City's expense, on all sick leaves in excess of thirty (30) days.

- D. Returning to Work from Sick Leave
 - 1. Before returning to work, the employee must present a doctor's statement to his immediate supervisor attesting to his fitness to return to work and to perform the usual duties of his job. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
- E. Cancellation of Leave Any leave of absence granted for sickness or disability may be cancelled and revoked if a qualified physician hired by the City issues a written report stating that said employee is able to return to his or her former employment without danger to health. Any difference of opinion between the City physician and the employee's physician concerning the employee's ability to return to work shall be resolved through a third physician's opinion. Such physician shall be jointly selected by the City and employee's physician. In any case, a medical certificate has to be presented prior to reinstatement.

ARTICLE XV HOLIDAYS

Section 1. Holidays

A. All employees on the seniority list shall receive the following holidays off with pay:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving

Day before Christmas
Christmas Day
Day before New Years
Presidents Day
Employee Birthday
Each National Presidential
Election Day

B. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If an employee's birthday falls on another holiday, then a mutually agreeable day off shall be given at a later date.

Section 2. Requirement for Holiday Pay and Rate

- A. Any employee who fails to work on the regular work days immediately prior and subsequent to holidays shall not be entitled to any compensation for that holiday, except in case of illness excused by his supervisor for a valid reason or a condition beyond the employee's control. Holiday pay will not apply to the employee who is on an unpaid leave of absence.
- B. Holidays will be paid, after meeting above requirement, at the rate of straight time for each employee's regular work day if not worked.
- C. Holidays shall be paid for at the rate of double time plus holiday pay if worked.

Section 3. Holiday on Vacation

When a holiday falls in a period when an employee is on vacation, the employee's vacation shall be extended by one day or the total number of holidays which fall during the vacation period.

ARTICLE XVI VACATIONS

Section 1. Vacation Schedule

Vacation time shall be granted in accordance with the employee's last obtained anniversary date and in accordance with the following schedule:

Upon	completion	of:			1	Year1 V	Neek
575.0			2	_	3	Years2 V	Neeks
			4	-	6	Years 3 V	Neeks
			7	****	9	Years4 V	Neeks
						Years5 V	

Section 2. Time of Vacation

Vacation time shall not be accumulated. All unused vacation time shall be lost on the date of the employee's next anniversary. Each employee in the employ of the City shall receive a vacation with pay, first consideration being given to employees with the most seniority; provided, however, that the employees shall request a time at least thirty days in advance of the time desired and shall be scheduled so as not to disrupt the operation of the department involved.

ARTICLE XVII INSURANCE COVERAGE

Section 1. Hospital and Medical Insurance

The City shall pay the total cost of a Blue Cross/Blue Shield policy covering the entire family, commonly referred to as MVF with ML and \$2.00 prescription rider except where the spouse has the employee of the City equally covered through his/her insurance policy. If any other City of Woodhaven bargaining unit received an improvement on any part of the above programs, the improvement shall automatically become part of this Agreement and be applied to the bargaining unit as soon as possible.

Section 2. Dental and Optical Insurance (Class I, II, III, IV)

- A. Dental Insurance The City will provide full family coverage of Blue Cross/Blue Shield Insurance benefits with a maximum of \$1,000 per person, per year and a lifetime maximum of \$1,000 per person for orthodontics.
- B. Optical Insurance The City will provide full family coverage of an Optical Insurance Program. Said program is to provide for an examination and glasses, if needed, once every two years. Co-op Optical Optometric refraction-pair of single vision lenses (case hardened safety lenses are provided only to those employees required by OSHA to wear same). Frame from funded program selection.
- C. If any other City of Woodhaven bargaining unit receives an improvement on any part of the above programs, the improvements shall automatically become part of this agreement and be applied to the bargaining unit at the same time it is implemented for any such other bargaining units. This provision will further allow the City to change the designated carrier when implementing such improved benefit coverages.

Section 3. <u>Life Insurance</u>

The City shall provide a group life insurance policy for each employee of not less than twenty-five thousand dollars (\$25,000) during the period in which the employee is actually employed with the City, which insurance shall include double indemnity.

Section 4. Retirees

If any other City of Woodhaven bargaining unit receives retiree insurance coverages, such coverages and contributions, if any, shall automatically become part of this agreement and be applied to the bargaining unit at the same time it is implemented for any such other bargaining unit. However, any retiree may have the option to refuse coverage if contributions are required.

ARTICLE XVIII LONGEVITY

Section 1. Longevity

Each employee is to receive one hundred dollars (\$100) cash after five (5) years of service, with an additional twenty five dollars (\$25) cash increase for each additional year of service, to a maximum of four hundred fifty dollars (\$450). Longevity payments will be payable on the first pay after each employee's anniversary date with the City.

ARTICLE XIX PENSION PLAN

Section 1.

- A. Pensions shall be as determined by the Pension Ordinance as amended by Council and unless otherwise modified by the parties by mutual agreement.
- B. This amendment is to continue the increase in the benefit level of 1/8% per year for the term of the current ordinance (Section 2.1), to a maximum of 2.00%. Beginning October 1, 1992, the benefit level will be increased to 2.25%.
- C. The retirement ordinance shall be amended to provide for a retirement age of 55 (fifty-five) years.
- D. There shall be deducted from the regular base pay of each AFSCME member an amount equal to 3.5% of such regular base pay to be paid into the pension fund established under Section 5.1 of the City of Woodhaven Retirement Ordinance.

Mandatory employee contributions shall be effective as of October 1, 1992.

- E. A committee comprised of members from the Management Committee and the Bargaining Committee will be established to review methods of funding for medical benefits for retirees. The process which is to be completed and method to be included in the agreement beginning October 1, 1993, if not available prior to that date.
- F. The City shall establish a separate bank account or investment with a beginning balance of \$15,000.00 to be utilized to pay medical benefits for retired AFSCME members, once a formal medical benefit for retirees plan has been agreed to. Quarterly reports regarding said fund will be furnished to the Union.

ARTICLE XX GENERAL PROVISIONS

Section 1. Safety

- A. Clothes The City will furnish all necessary safety clothes and equipment. The City will furnish three (3) uniforms per week, to be worn while working for the City only. The City will provide two (2) pairs of safety shoes per year per employee in the DPW, Janitorial and Water Department. Safety shoes shall be steel toes and of boot type. If worn after working hours without approval, such employees may be subject to discipline.
- B. Shift An employee working in the garage on any shift shall have another City employee in the immediate work area.

Section 2. Bulletin Boards

The City shall furnish the Union bulletin boards with adequate space for posting notices regarding Union business and Union social matters. Copies are to be submitted to management before posting and will be posted in accordance with mutually acceptable regulations; permission shall not be arbitrarily withheld.

Section 3. Printing of Contract

The Employer and the Union will share equally the cost of printing the finalized Agreement and the parties shall agree on size and type to be used.

Section 4. <u>Definition of Terms</u>

Any reference by gender herein, whether indicating male or female, is not to be construed as discriminatory, for each shall apply equally to the other unless indicated otherwise by the content of the language.

Section 5. Transfer Station - Saturday Work

- A. The Transfer Station may be opened on Saturday's from the month of April through the month of October. The City may hire a resident of the City on a temporary, part-time basis for this purpose upon mutual agreement of the parties.
- B. Hours for the Transfer Station will be eight (8) hours, from 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour unpaid lunch.
- C. The rate of pay for the part-time attendant shall be \$3.65 per hour, or minimum wage.

D. Should the temporary part-time employee be absent, for any reason, the City shall utilize a regular full-time employee, at a regular rate,, beginning with the laborers classification to replace the part-time employee. If laborer if unavailable, the low person in the department will be utilized.

Section 6. Tuition Reimbursement

The Employer shall establish a tuition payment program for its regular employees. Regular employees who desire to obtain reimbursement under the tuition reimbursement program must in advance of taking a course, apply to the City Administrative Assistant for a prior approval of the course or courses for which reimbursement will be sought. In order to qualify for reimbursement the employee must complete the course for which reimbursement is sought with a grade point of at least "C" or its percentage equivalent. Approval of courses for reimbursement shall not be unreasonable denied. Any denial of approval may be appealed to the common council.

Section 7. Non-Residency

Members of this bargaining unit may reside ten (10) miles from the north, south, or west city limits of the City of Woodhaven and from the east city limit to the west bank of the Detroit River.

ARTICLE XXI AGREEMENT

Section 1. Savings Clause

- A. This Agreement and the various parts, sentences, and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause is adjudged unconstitutional or invalid, the same shall not affect the validity of the agreement as a whole or any part thereof other than the part declared unconstitutional or invalid.
- B. All established fringe benefits not changed or covered in this Agreement that are now being received by all the employees in the Bargaining Unit covered by this Agreement shall remain in full force and effect. The Employer shall not change any established benefit for the employees covered by this Agreement without first negotiating such change with the union.

Section 2. Amendments

This Agreement may be amended at any time by agreement of both parties hereto in writing.

ARTICLE XXII TERM OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall be in full force and effect retroactive beginning the first (1st) day of October, 1990, and shall continue in effect throughout the first (1st) day of October, 1993, and from year to year continuously thereafter unless either party desires to change, modify or terminate this agreement; whereupon it shall give sixty (60) days written notice of intent to modify or terminate this Agreement. The Employer agrees to reproduce copies of this Agreement.

Section 2. Modification

Upon proper filing for modification of this Agreement and without notice of termination by either party, this contract shall remain in full force and effect during the period of negotiations.

Don Belzyt

Nancy Pozzi

Nancy Pozzi

Joseph Walker

Bill Brown, Local 292 Union Representative FOR THE CITY

Mayor Withey

Councilman Traeder

Councilman Potter

Councilman Kinney

Councilman Pool

CITY OF WOODHAVEN A.F.S.C.M.E. WAGE SCALE 10/01/90 to 9/30/93

CLASSIFICATION			
CDASSIFICATION	EFFECTIVE	EFFECTIVE	EFFECTIVE
CLERICAL POSITION I	10/01/90	10/01/91	10/01/92
ANNUAL	\$13,734.86	\$14,215.58	\$14,713.13
WEEKLY	\$264.13	\$273.38	\$282.94
HOURLY	\$6.60	\$6.83	\$7.07
BEGIN.WAGE 70%	\$4.62	\$4.78	\$4.95
CLERICAL POSITION II	10/01/90	10/01/91	10/01/92
ANNUAL	\$16,102.94	\$16,666.55	\$17,249.88
WEEKLY	\$309.67	\$320.51	\$331.73
HOURLY	\$7.74	\$8.01	\$8.29.
BEGIN.WAGE 70%	\$5.42	\$5.61	\$5.81
CLERICAL	10/01/90	10/01/91	10/01/92
POSITION III	9./40		
ANNUAL	\$23,874.55	\$24,710.16	\$25,575.02
WEEKLY	\$459.13	\$475.20	\$491.83
HOURLY	\$11.48	\$11.88	\$12.30
BEGIN.WAGE 70%	\$8.03	\$8.32	\$8.61
CLERICAL POSITION IV	10/01/90	10/01/91	10/01/92
ANNUAL	\$25,876.66	\$26,782.34	\$27,719.72
WEEKLY	\$497.63	\$515.04	\$533.07
HOURLY	\$12.44	\$12.88	\$13.33
BEGIN.WAGE 70%	\$8.71	\$9.01	\$9.33
CLERICAL POSITION V	10/01/90	10/01/91	10/01/92
ANNUAL	\$26,694.72	\$27,629.04	\$28,596.05
WEEKLY	\$513.36	\$531.33	\$549.92
HOURLY	\$12.83	\$13.28	\$13.75
BEGIN.WAGE 70%	\$8.98	\$9.30	\$9.62
	10/01/90	10/01/91	10/01/92
JANITOR	// - 0	//	
ANNUAL	\$23,099.54	\$23,908.03	\$24,744.81
WEEKLY	\$444.22	\$459.77	\$475.86
HOURLY	\$11.11	\$11.49	\$11.90
BEGIN.WAGE 70%	\$7.77	\$8.05	\$8.33

MAINTENANCE ANNUAL \$27,319.03 \$28,275.20 \$29,264.83 WEEKLY \$525.37 \$543.75 \$562.79 \$14.07 BEGIN.WAGE 70% \$9.19 \$9.52 \$9.85 10/01/90 10/01/91 10/01/92 LABORER ANNUAL \$27,448.20 \$28,408.89 \$29,403.20 WEEKLY \$527.85 \$546.32 \$565.45 HOURLY \$13.20 \$13.66 \$14.14 BEGIN.WAGE 70% \$9.24 \$9.56 \$9.90 TRUCK DRIVER ANNUAL \$28,546.13 \$29,545.24 \$30,579.33 WEEKLY \$548.96 HOURLY \$13.72 \$14.20 \$14.70 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 DUTILITY 10/01/90 10/01/91 10/01/92 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILLITY 10/01/90 10/01/91 10/01/92 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21 BEGIN.WAGE 70% \$9.94 \$10.29 \$10.65	BUILDING	ICE	10/01/90	10/01/91	10/01/92
LABORER ANNUAL \$27,448.20 \$28,408.89 \$29,403.20 \$2565.45 \$546.32 \$565.45 \$546.32 \$565.45 \$14.14 \$EGIN.WAGE 70% \$9.24 \$9.56 \$9.90 \$10/01/91 \$10/01/92 \$13.72 \$13.66 \$14.70 \$12.70 \$10.29 \$13.66 \$14.70 \$12.29 \$13.66 \$14.70 \$12.29 \$13.66 \$14.70 \$12.29 \$13.60 \$14.70 \$10.70	MAINTENAL	ANNUAL WEEKLY	\$525.37	\$543.75	\$562.79
ANNUAL \$27,448.20 \$28,408.89 \$29,403.20 WEEKLY \$527.85 \$546.32 \$565.45 HOURLY \$13.20 \$13.66 \$14.14 BEGIN.WAGE 70% \$9.24 \$9.56 \$9.90 TRUCK DRIVER ANNUAL \$28,546.13 \$29,545.24 \$30,579.33 WEEKLY \$548.96 \$568.18 \$588.06 HOURLY \$13.72 \$14.20 \$14.70 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	BEGIN.WAG	GE 70%	\$9.19	\$9.52	\$9.85
ANNUAL WEEKLY \$527.85 \$546.32 \$565.45 HOURLY \$13.20 \$13.66 \$14.14 BEGIN.WAGE 70% \$9.24 \$9.56 \$9.90	LABORER		10/01/90	10/01/91	10/01/92
TRUCK DRIVER ANNUAL \$28,546.13 \$29,545.24 \$30,579.33 WEEKLY \$548.96 \$568.18 \$588.06 HOURLY \$13.72 \$14.20 \$14.70 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.29 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	9	WEEKLY	\$527.85	\$546.32	\$565.45
TRUCK DRIVER ANNUAL \$28,546.13 \$29,545.24 \$30,579.33 WEEKLY \$548.96 \$568.18 \$588.06 HOURLY \$13.72 \$14.20 \$14.70 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$59,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	BEGIN.WAG	GE 70%	\$9.24	\$9.56	\$9.90
ANNUAL WEEKLY \$548.96 \$568.18 \$588.06 HOURLY \$13.72 \$14.20 \$14.70 BEGIN.WAGE 70% \$9.61 \$9.94 \$10.29 UTILITY 10/01/90 10/01/91 10/01/92 OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II \$10/01/90 \$10/01/91 \$10/01/92	MDITOR DD	rven	10/01/90	10/01/91	10/01/92
UTILITY OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 10/01/90 10/01/91 10/01/92 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$15.21	TRUCK DR.	ANNUAL WEEKLY	\$548.96	\$568.18	\$588.06
OPERATOR ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 HOURLY \$14.27 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	BEGIN.WAG	GE 70%	\$9.61	\$9.94	\$10.29
ANNUAL \$29,687.11 \$30,726.16 \$31,801.58 WEEKLY \$570.91 \$590.89 \$611.57 \$14.77 \$15.29 BEGIN.WAGE 70% \$9.99 \$10.34 \$10.70 MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 BEGIN.WAGE 70% \$10.34 \$10.70 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21			10/01/90	10/01/91	10/01/92
MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21		ANNUAL WEEKLY	\$570.91	\$590.89	\$611.57
MECHANIC I ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 10/01/90 10/01/91 10/01/92 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	BEGIN.WAG	GE 70%	\$9.99	\$10.34	\$10.70
ANNUAL \$30,720.46 \$31,795.67 \$32,908.52 WEEKLY \$590.78 \$611.46 \$632.86 HOURLY \$14.77 \$15.29 \$15.82 BEGIN.WAGE 70% \$10.34 \$10.70 \$11.07 10/01/90 10/01/91 10/01/92 MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	MECHANIC	I	10/01/90	10/01/91	10/01/92
MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	3	WEEKLY	\$590.78	\$611.46	\$632.86
MECHANIC II ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	BEGIN.WA	GE 70%	\$10.34	\$10.70	\$11.07
ANNUAL \$29,536.42 \$30,570.19 \$31,640.15 WEEKLY \$568.01 \$587.89 \$608.46 HOURLY \$14.20 \$14.70 \$15.21	MECUANIC	тт	10/01/90	10/01/91	10/01/92
BEGIN.WAGE 70% \$9.94 \$10.29 \$10.65	MECHANIC	ANNUAL WEEKLY	\$568.01	\$587.89	\$608.46
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RICHARD C. WITHEY, Mayor LEO A. TRAEDER, Mayor Pro-Tem KENNETH F. POOL, Councilman WILLIAM MACZUGA, Councilman JOHN S. ZAROTNEY, Councilman



CITY OF WOODHAVEN 21869 West Road Woodhaven, Michigan 48183 Phone: (313) 675-4900

Fax: (313) 675-4927

September 23, 1992

TO:

Marcia O'Neal

Payroll Supervisor

FROM:

Don Belzyt, Chairman

Woodhaven Chapter AFSCME

SUBJECT: Union Dues

Please be advised that the AFSCME Union Dues should be deducted at \$5.00 per week, effective October 1, 1992. Dues remain at \$20.00 per month.