

**AGREEMENT BETWEEN**

**THE CITY OF ECORSE AND**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES COUNCIL 25**

**AND IT'S AFFILIATE**

**LOCAL UNION 1008**

**JULY 1, 2009**

**THROUGH**

**JUNE 30, 2013**

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**ARTICLE I**  
**AGREEMENT**

This AGREEMENT entered into this 1<sup>st</sup> day of July, 2009, between the City of Ecorse (hereinafter referred to as the "EMPLOYER") and Council 25 and its affiliate Local Union #1008 (hereinafter referred to as the "UNION"), AFSCME.

**ARTICLE II**  
**PURPOSE AND INTENT**

The general purpose of the AGREEMENT is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employee and the Union.

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

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

**ARTICLE III**  
**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 of undermining the Union.

**ARTICLE IV**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, working conditions and other conditions of employment for all of its clerical employees in the City of Ecorse, Michigan, and excluding all others.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

The City of Ecorse on its own behalf and on behalf of the electors of the City, hereby retains and reserves without limitation, all power, rights authority, duties and responsibilities, conferred and vested in it by the Laws of the Constitution of the State of Michigan, The Constitution of the United States and the City Charter, to manage its affairs, except as the same are expressly and specifically limited by this Agreement.

**ARTICLE VI**  
**MEMBERSHIP INITIATION FEE**

The Employer agrees to deduct the Union membership initiation fee assessments and once each month, dues 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 first week of the (current succeeding) month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
Last Name First Name Middle Initial

To \_\_\_\_\_  
Employer Department

Effective Date \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and once each month, an amount established by the Union as monthly dues. The Amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this agreement.

P.E.O.P.L.E. CHECKOFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE VII

### UNION SECURITY

Each employee who, on the effective date of this agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

Each employee hired on or after the execution of this agreement shall be bound by the same dues deduction requirements.

Any employee who is not a Union member and who does not make application for membership shall be assessed as a condition of employment, toward the administration of this Agreement, a service fee in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer.

The Union agrees to indemnify and save the City of Ecorse harmless against any and all claims, demands, suits, or proceedings arising out of, or by reason of, any action taken or not taken by the City in reliance upon the check-off provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the City.

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities hereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate locations at the worksite agreeable to management and for a reasonable period.

## **ARTICLE VIII**

### **UNION REPRESENTATION**

The City recognizes the Union's right to select one individual who shall be a regular employee of the City and shall serve as the Chief Steward.

The Chief Steward will be allowed to present grievances during working hours, without loss of pay, or time, after having first obtained permission from his/her supervisor. Such permission will not be unreasonably withheld.

## **ARTICLE IX**

### **DRUG TESTING**

It is understood and agreed that the Employer has the right to administer drug/alcohol tests to job applicants.

Additionally, the Employer shall have the right to require those employees hired after January 1, 1994 to submit to drug/alcohol test in cases of reasonable suspicion and in cases where the employee to be tested was injured at work and lost work time due to the injury. Refusal of such employee to submit to drug/alcohol test will be considered appropriate grounds to support a discharge.

## **ARTICLE X**

### **DISCIPLINARY PROCEDURE**

#### **Section 1. Discipline**

- A. It shall be understood that an employee shall have the right to Union representation at any meeting that may or will result in discipline. Should the employee choose not to be represented, he/she must sign a "Union Representative Waiver and Release Statement" to be provided by the Union (see Appendix B). The Union will provide the Employer with a



copy of all executed "forms" within one (1) working day of the signing.

The Union shall be notified, in writing of any and all disciplinary actions.

- B. The City will not take into account nor use against an employee on a current disciplinary charge any disciplinary action more than two (2) years old.

Section 2. Discharge or Suspension

- A. The Employer shall not suspend or discharge any employee without just cause.
- B. The Union shall have the right to take up the suspension or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with the procedure through the arbitration step if deemed necessary by either party.
- C. Notwithstanding any other provision of this Agreement to the contrary any Employee found to be unjustly suspended or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## **ARTICLE XI**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, which is claimed to be a violation, misapplication or misinterpretation of this Agreement, shall be settled in the following manner:

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

Step II. If the grievance has not been settled, it shall be presented in writing by the Chief Steward to the City Controller or other individual designated by the City to handle such grievance within five (5) business days after the supervisor's response is due. That individual shall respond to the Union's Chief Steward in writing within five (5) business days.

Step III. If the grievance still remains unadjusted, it shall be presented by the local Union President, or his designated representative to the Mayor and Council, or their designated representative within five (5) business days after the response of the City Controller, or other designated person is due. The Mayor and Council or their designated representative shall respond in writing to the union President, or his designated representative within five (5) working days.

Step IV. If the grievance is still unsettled either party may, within thirty (30) calendar days after the reply of the Chief Executive Officer is due, by written notice to the other party, request arbitration. The arbitrator shall be assigned from a panel of six (6) mutually agreed upon by the parties. Arbitrator case assignment will be on a rotation basis. Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his 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 or subtract from or modify any of the terms of this agreement nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant,

provided that the arbitrator shall not insert his judgment, wisdom, and reasoning for that of the Employer or of the Union.

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

No grievance shall be processed unless it is presented within ten (10) days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step 1 through Step 4 may be extended for good cause shown or mutual consent of the parties. In the event the City fails to answer any timely grievance, as provided in Steps 1 through 4, such grievance shall automatically be appealed to the next step of the grievance procedure.

The Union and the City proposes the following six (6) Arbitrators:

1. Barry Brown
2. Howard Cole
3. Bill Daniel
4. David Grissolm
5. Mark Glazer
6. John Lyons

## **ARTICLE XII**

### **HOURS, OVERTIME, HOLIDAYS AND INCLEMENT WEATHER**

#### Section 1. Working Hours

The normal work day shall consist of eight (8) hours, less one hour paid lunch period and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive. The normal work day shall be from 8:30 a.m. through 4:30 p.m., unless designated otherwise by mutual agreement of the parties.

- A. All work performed over eight (8) hours of work in one (1) day shall be compensated at time and one-half of the regular hourly rate. The first one (1) hour of work above the normal work day shall be compensated at straight time.
- B. A weekly overtime premium rate of time and one half will be paid for work on the sixth (6<sup>th</sup>) day.
- C. A weekly overtime premium rate of double time will be paid for work on the seventh (7<sup>th</sup>) day.
- D. Employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their shifts and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that, under certain conditions, it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed.

## Section 2. Overtime Distribution

Overtime work shall be distributed as equally as possible beginning with the highest seniority member among all qualified employees working within the department where the overtime is needed. If there are not enough employees available within the department to work the overtime, or if no one within the department chooses to work the necessary overtime, Employer will then offer the available overtime to bargaining unit members working in other departments beginning with the bargaining unit member who has the highest seniority.

The scheduling of overtime will be done on a rotating basis to assure every bargaining unit member an opportunity to work the available overtime. The President of Local 1008

will be provided a list of those employees who worked or were offered to work overtime. Those members who work or decline to work overtime will be rotated to the bottom of the overtime list.

**Section 3. Call In**

Employees called in for work shall be guaranteed a minimum of four (4) hours pay at the prevailing rate.

**ARTICLE XIII**

**HOLIDAYS**

**Section 1. Holidays**

If work is necessary on the following fourteen (14) holidays, premium rate of double time plus a day's pay will be paid. The parties shall make every effort to schedule holidays to maximize the employee's time off between the Christmas and New Year holidays.

New Year's Eve Day	All General Election Days
New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday After Thanksgiving
Memorial Day	Christmas Day
Christmas Eve Day	Labor Day
Independence Day	Good Friday

- A. An employee must work on the scheduled service day before and after a holiday to qualify for the holiday pay unless he/she is off on sick leave, vacation, or off with permission of his department head.
- B. Employees called in for Saturday work, or the sixth day of work, following holidays shall be compensated at the rate of time and one-half.

- C. Employees called in for work shall be guaranteed a minimum of four (4) hours pay at the prevailing rate of pay.

Section 2.

- A. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off in lieu of the holiday pay.
- B. Double time plus eight (8) hours will be paid when employees work on legal holidays.
- C. When a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday; the preceding Thursday, shall be considered a full work day.

**ARTICLE XIV**

**VACATIONS**

- 1. All employees who have one (1) year of service and less than seven (7) years are entitled to two (2) weeks vacation paid for by the employer.
- 2. All employees who have completed seven (7) years of service are entitled to three (3) weeks vacation paid for by the Employer.
- 3. All employees who have fifteen (15) years of service are entitled to four (4) weeks vacation paid for the Employer.
- 4. After fifteen (15) years of service and up to twenty-five (25) years of service, an employee shall be granted one (1) additional day per year but not to exceed thirty (30) days. Effective July 1, 1992, with fifteen (15) years of service and up to twenty (20) years of service, an employee shall be granted one (1) additional day per year not to exceed twenty-five (25)

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days. As of July 1, 1992 an employee shall be frozen at the number of days that they are entitled to as of July 1, 1991.

5. Employees may take vacations any time of the year they choose, provided the time chosen is agreeable to the department head in charge and does not work a hardship on continuance of work. Seniority shall determine preference in the event of a conflict.
6. No employee shall be permitted to bank his vacation from one year to the next and June 30<sup>th</sup> of each year will be considered as the end of vacation opportunity for the year. All vacation periods will be paid under the same provisions and in the same manner as though the employee had worked his vacation period. Employees must take vacations. Employees who are laid off or a voluntary quit shall be paid unused vacation time.

## **ARTICLE XV**

### **INSURANCES**

#### Section 1. Hospital Insurance

1. Bargaining Unit employees, their married spouse and dependent off-spring 18 years or younger, and upon written application, dependent children who are 19 to 25 years of age and attending full-time school, will be provided the following health care option:

#### **Health Alliance Plan**

The City shall have the authority on an annual basis to put out to bid, select and implement alternative health care coverage as long as a comparable level of benefits is provided. Employees opting to stay in HAP shall pay the additional monthly difference in addition to required monthly premiums should the HAP premium be greater.

Health Care Opt-out: Employees who opt-out of any City offered health care plan shall receive \$1,500.00 reimbursement per year.

2. Bargaining unit employees, hired after January 1, 1994 will pay 20% of the cost of the monthly health insurance premium and the City would pay the remaining 80% of the monthly premiums. (Monthly premiums times 12 months in a year, divided by 26 payrolls in a year, times 20% equal the employee's co-pay). This will be accomplished through payroll deductions if the employee elects to be covered by health insurance.
3. \$5.00/\$10.00 Drug Rider (5.00 for generic and \$10.00 for brand name).
4. Bargaining unit employees who retire from service and are receiving a pension, and who are not yet Medicare eligible, shall be provided health care coverage under the same terms as active bargaining unit members. Those retirees who are Medicare eligible will receive a modified plan that is supplemental to Medicare coverage and will still be subject to the same co-pays and other restrictions as active employees.
5. All bargaining unit employees and his or her family, exclusive of retirees, shall be covered by Blue Cross/Blue Shield Dental Insurance with \$1,000 maximum and 75/25 co-pay or the equivalent coverage. Specific details of coverage may be obtained by contacting the Controller's office.  
Bargaining unit employees hired after January 1, 1994 shall pay the following bi-weekly co-pay for such coverage:

<b>SINGLE PERSON</b>	<b>\$5.74 BI-WEEKLY</b>
<b>TWO PERSON</b>	<b>\$8.92 BI-WEEKLY</b>
<b>FAMILY</b>	<b>\$14.14 BI-WEEKLY</b>



Sections 2. Life Insurance (Death Benefit)

- A. The City will provide a death benefit of Twenty-Thousand (\$20,000) Dollars to any active employee covered by this Agreement, and a death benefit covering the dependents of the active employee, as follows: \$2,000 – Spouse, \$1,000 – Children, Under six months - \$100. Any employee retiring under the terms conditions of this Agreement will be entitled to a death benefit of Five-Thousand (\$5,000) Dollars. No Death benefits will be provided for retiree's dependents.

Section 3. Long Term Disability Insurance

The City will provide all non-probationary bargaining unit members with long term disability insurance, which shall be fully paid for by the City. Employees who meet the disability requirements of the insurance company will receive 60% of their average gross earnings beginning after 26 weeks of disability or illness, until age 65. At age 65 the long term disability benefits will terminate.

## **ARTICLE XVI**

### **LEAVES**

Section 1. Sick Leave

- A. Paid sick leave will be granted without exception as provided in the following.
- B. Employees shall be entitled to six (6) sick days per year, accumulative, and such days shall be granted at the commencement of each contract year. The sick-day bank for current employees will be frozen and used only in the event the

employee has already utilized his six (6) day per year allotment. Additionally, the City will pay one-tenth (1/10<sup>th</sup>) of the bank each year to the Employee until through use and/or such payments the bank is reduced to forty (40) days. An employee who has not used their allotted six (6) days at the end of the fiscal year and whose bank is under the allotted forty (40) days will have the remaining days rolled into the bank not to exceed forty (40) days.

- C. Each employee is to be notified on a printed slip at two (2) month intervals of his or her accumulated vacations, sick and personal leave time.

Section 2. Funeral Leave

In the event of death in the immediate family of any employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days, if the funeral is held within the State of Michigan, for the purpose of preparing for and/or attending the funeral.

- A. If the funeral services are held outside of the State of Michigan, two (2) additional days shall be allowed or a total of five (5) days without loss of pay.
- B. The immediate family of an employee is defined as follows:

Mother	Mother-in law
Father	Father-in-law
Sisters	Grandparents
Brothers	Grandchildren
Children	Wife/Husband

Section 3. Leaves of Absence

- A. Eligibility Requirement: Employees shall be eligible for leaves of absence after thirty (30) days service with the Employer.
- B. Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
  - 1. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.
  - 2. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
  - 3. A request for a short leave of absence – a leave not exceeding one (1) month – shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
  - 4. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated

position, the employee shall be returned to the higher-rated position, under the following conditions.

- (a) The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave;
- (b) The employee requests assignment to the higher-rated position within ten (10) days after returning from an education leave; and
- (c) The employee has greater seniority than other qualified employees requesting assignments to the position.

#### Section 4. Paid Leaves

- A. Union Leaves: The Employer will provide time off without loss of compensation to any duty-elected delegate (one only) to attend the Union's bi-Annual Conventions.
- B. Jury duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
- C. Subpoenaed Witness: Any Union member who has been subpoenaed to appear as a witness in a trial shall be paid the difference between any witness fee they receive and their regular wages for each day they receive a witness fee. In the event no witness fee is paid, said employee shall be paid his regular wages.

## Section 5. Unpaid Leaves

Reasonable Purpose: Leave of absence for a limited period not to exceed six (6) months shall be granted for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be determined by the Employer.

A. Union Business: Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence. The leave of absence shall not exceed two (2) years but it shall be renewed or extended for a similar period at any time upon the request of the Union.

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period, at any time upon the request of the Union.

B. Child Birth

1. Medical Disability Leave for the purpose of child bearing shall be granted for the period of time needed to cover the temporary medical disability. The leave shall begin when the employee and her doctor determine that she is not physically able to continue her duties. Employees may utilize sick leave to cover same. Leave granted for the purpose of child bearing and other pregnancy-related disabilities shall include the accrual of seniority, and insurance benefits. Medical disability leave for the purpose

of child bearing shall not extend beyond (2) months after the birth of the child, but may be extended for a period not to exceed twelve (12) months, should pregnancy-related problems arise after the birth. The employee shall resume her position as soon as she and her doctor agree that she is physically qualified to do so.

2. Parental Leave Without Pay: If unanticipated problems occur regarding the health of the child beyond the two (2) month period, an employee may request a parental leave, without pay, upon verification of said medical problem by a physician's report.
3. Child Care: Employees may apply for a child-care leave after the birth of the child, without pay, not to exceed ninety (90) days and without accrual of seniority or benefits.

C. Education: After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes because the employee is entering upon a course of training or study for the purpose of improving the quality of his service to the City or of fitting himself or herself for promotion. The period of leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee.

1. One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.

2. Employees shall also be granted leaves of absence for educational purposes – not to exceed one (1) month in any calendar year to attend conference, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade the individual’s skill or professional ability.

D. **Military Service:** Any employee, who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this state, shall be granted a leave of absence during the period of such activity. Any employee, who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence for the period of military service.

## **ARTICLE XVII**

### **SENIORITY**

#### **Section 1. Part-Time Employees**

The Employer has the right to employ up to three part-time employees to perform bargaining unit work. A part-time employee is one who works 24 hours per week, or less, and will not work more than 24 hours in any week without prior union approval. Part-time employees will be subject to the identical daily time and attendance tracking system as full-time bargaining unit members. Part-time employees shall not be part of this bargaining unit and shall not accumulate seniority under this Agreement.

Compensation for part-time employees shall be as determined by the employer.

Section 2. Probationary Employees

- A. New employees hired into the bargaining unit shall be considered as probationary employees for the first 180 days of their employment. The 180 days probationary period shall be accumulated within not more than one (1) calendar year. When an employee finishes the probationary period by accumulating 180 days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname on the date of appointment.
- D. Notwithstanding his/her position on the seniority list, the President and Chief Steward shall, in the event of lay-off, be offered work in his/her respective department, provided he/she is able to perform all elements of the available job.



Section 3. Seniority Lists

- A. The seniority list, on the date of this Agreement, will show the names and job titles of all employees in the unit entitled to seniority.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the local Union President with up-to-date copies of the seniority list, at least every three (3) months.

Section 4. Loss of Seniority

A seniority employee of the bargaining unit shall lose seniority and employment shall terminate for the following reasons:

- (a) The employee quits.
- (b) The employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the employee's last know address that the employee has lost seniority and that employment has been terminated.
- (d) If the employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) The employee is retired.
- (g) The employee is laid off for a continuous period equal to the length of his seniority.

Section 5. Layoff

- A. An employee may be laid off by the Employer in the manner herein provided when there is a lack of work or funds, which requires a reduction in personnel. Under this contract there will be no minimum number of bargaining unit employees that the City must retain at work, except those clerical employees remaining on the job as of July 1, 1991 shall not be subject to layoff during the term of this contract. Active employees shall not be subject to layoff prior to October 1, 2011.
- B. No regular employee shall be laid off while there are limited term, part-time, probationary or provisional employees serving positions in the same classification, nor shall any probationary employee be laid off while there are limited term, part-time or provisional employees serving in positions in the same classification.
- C. When the need arises for laying off regular employees, the individual employees shall be laid off in the inverse order of their seniority, as already defined.
- D. When the need arises for laying off of an employee serving a promotional probationary period, such employee shall be returned to a position in the classification from which he was promoted and layoff shall be made from said classification in the manner herein provided.
- E. Should the City determine to lay off an employee from a job classification with the least amount of City-wide seniority. This employee shall have the right to bump into a job classification of equivalent or lower compensation level, provided: (1) The

bumping employee has more City-wide seniority than the bumped employee; (2) the bumping employee is capable of performing the bumped employee's job with a minimum of four (4) week trial period.

F. The Employer shall furnish the Local Union President a list of the employees to be laid off two (2) weeks in advance of the layoff and a copy of the layoff notice shall be furnished to the employees two (2) weeks prior to being laid off.

G. Notwithstanding anything to the contrary herein, contained in this collective bargaining agreement, seniority as utilized in the parties' collective bargaining agreement, including but not limited to, determining layoffs and bumping rights, shall be determined by the actual time that a bargaining unit member is employed by the City as an active member of the bargaining unit. Any portion of an employee's career of employment with the City that is served outside of the bargaining unit shall not be counted towards that employee's seniority.

Section 6. Recall From Layoff

Employees shall be recalled in the inverse order of their layoff.

## **ARTICLE XVIII**

### **PROMOTIONS, TEMPORARY PROMOTIONS, WORKING OUT OF CLASSIFICATIONS AND JOB ASSIGNMENT**

Section 1. Promotions

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Promotional examinations shall be job-related and given on a pass/fail

basis. Passing grades shall be determined by the City. The senior employees that are otherwise qualified for the promotion shall be granted the position subject to a ninety (90) calendar day trial period (may be extended at City's discretion) to determine:

1. The employee's desire to remain on the job; and
2. The employee's ability to perform the job.
  - (A) In the event that an employee, otherwise qualified by passing the promotional examination, is not given the promotion, the reasons for such denial shall be given, in writing to such employee and the Union.
  - (B) (During the aforesaid trial period, the employee shall have the right to revert back to his former job classification.) If the Employer is dissatisfied with the employee's performance, notice and reasons therefore shall be submitted to the Union by the Employer with a copy to said employee. During the trial period the employee will receive the rate of the classification to which they are promoted for the work they are performing.

## Section 2. Temporary Promotions

In situations where the need arises to fill a temporary vacancy, which is caused by sick or injury leaves, terminations, vacations, leaves of absence or unforeseen emergencies, the selection shall be based on length of seniority service and qualification in the work group or department.

- A. For leaves of absence or vacations, temporary promotions may be filled for the duration of such leaves or vacations.
- B. Other temporary promotions shall be limited to six (6) months. After six (6) months, the position shall be posted, bid and filled

within thirty (30) days. All AFSCME job postings are to be posted. All job postings shall be for five (5) working days.

- C. An employee so promoted shall be paid at the higher classification rate.

Section 3. Working Out of Classifications

- A. Any employee to work in a higher classification shall be paid at the rate of the higher classification for all time worked.
- B. Any employee required to work in a lower classification temporarily shall be paid his regular higher rate of pay, except when a formal demotion has taken place.

Section 4. Job Assignments

The City shall have the complete right of job assignment and such assignment may consist of any clerical duty that the City needs to have performed and the City is under no obligation to replace any employee, if an individual quits or retires or leaves employment for any reason. The City will determine when a job vacancy exists and how it will be filled.

**ARTICLE XIX**

**WAGES**

Section 1. The City and the Union agree that Appendix "A", attached and incorporated as part of the Agreement, constitutes the wages for the term of this Agreement.

Article XIX – Wages shall be modified to provide the following wage increases across the board:

July 1, 2009	0%
July 1, 2010	0%

July 1, 2011

\$500.00 lump sum payment

July 1, 2012

Wage Reopener

\$500.00 Signing bonus plus additional \$100.00 clothing allowance upon ratification.

Section 2. The City shall pay each employee a clothing allowance of Two Hundred (\$200) Dollars each year no later than August 1.

## **ARTICLE XX**

### **LONGEVITY**

All City employees who have completed twenty (20) or more years of service on November 1, 1959, shall be entitled to payment in the amount of \$500.00, i.e.:

- (A) \$400.00 computed at \$20.00 per year, plus
- (B) \$100.00 base longevity pay for each City employee (\$500.00 on November 1, 1959) and annually thereafter on November 1, as long as they remain in service of the Employer.
- (C) All employees with less than twenty (20) years of service completed on November 1, 1959, shall be entitled to payment in the amount of \$20.00 per year for each year of completed service, plus \$100.00 base longevity pay, payable on November 1, 1959, and annually thereafter on November 1, as long as they remain in the service of the Employer.
- (D) Under no circumstances shall any advance payment be made, nor shall an employee be entitled to more than one payment in any twelve (12) month period.
- (E) Seven (7) or more months of service in the starting year of employment at full time based on forty (40) hour work week shall qualify that period as full year of service.

- (F) On or after November 1, an employee must be on the payroll on that longevity date to be entitled to longevity payment, except in the case of the death of the employee or those employees placed on the retirement list, in which case, they (or their beneficiaries) shall be entitled to payment if their completed work period is equal to seven (7) months or more.
- (G) Any employee on leave of absence without pay of November 1, shall be entitled to longevity pay in the amount of \$20.00 per year for each year of completed service, plus the \$100.00 base longevity pay during the fiscal year in which such leave of absence occurs, if he or she subsequently returned to the employ of the City, in which case the employee's accumulated service record shall show a deduction of the months that the employee is on a leave of absence.
- (H) For the purpose of computing longevity payments, all employees shall be given credit for all previous service, even though such service was not continuous, provided that the length of service shall be reduced by the number of months during which the employee was not employed by the City.
- (I) Any offense, such as misfeasance, insubordination, or dereliction of duty by any employee, which offense has resulted in dismissal previous to or during the inception of this plan, shall automatically disqualify the employee from any longevity benefits payable after such dismissal.
- (J) The City Council shall lay and collect annually by taxation the sum of not to exceed one-half (1/2) mill of the assessed valuation of the

real and personal property of the City for the purpose of carrying into effect the provisions of this Chapter, which shall be in addition to the limitations of taxation imposed by Section 2 of the Chapter 12 of the Charter of the City of Ecorse for its general fund and other funds, provided for and constituted under the provisions of Section 2 and subdivisions two (2) and three (3) of Section 22 of Chapter XII of said Charter.

## **ARTICLE XXI**

### **COMPENSATION LEAVE**

#### **Section 1. On the Job Injury**

The Employer will continue to pay the difference between Worker's Compensation and full wages to each employee qualifying under this Section. Prior to an employee making a claim for a wage differential, he shall surrender and endorse his Worker's Compensation check to the City Controller.

- A. This provision shall not apply to any employee injured while in the employment of one other than the City of Ecorse, nor shall this Article apply in the event an employee redeems his Worker's Compensation checks.
- B. The City will be responsible for any injuries incurred by a City employee in the performance of an assigned job, regardless of where the assigned job may be.

#### **Section 2. Sick Leave in Line of Duty**

In all cases where an employee has been totally incapacitated as a result of an accidental injury, the following applies:



- A. Employees injured in the performance of their duties should be sent for first aid or medical treatment. Said employee will not be charged sick leave for the time required to obtain emergency treatment to the extent that the time falls within prescribed hours of work for that day. Neither will sick leave be charged for the balance of the working day if the employee is unable to return to duty.
- B. If an employee is hospitalized, as the result of the injury, or he is declared incapacitated for duty by the attending physician or first-aid station, the injured employee shall be carried in a pay status for ninety (90) calendar days thereafter, without a charge to sick leave
- C. An injured employee is not entitled to Worker's Compensation checks during this ninety (90) days period and must surrender said checks to the City of Ecorse.
- D. The provisions of this rule are not authorized if the injury is caused by willful misconduct of the employee or by his intention to injure himself or another, or if intoxication is the proximate cause.
- E. During this ninety (90) calendar day period of incapacity, the City shall have the injured employee observed by a physician of the City's choice, if it is determined by said physician that the employee has recovered sufficiently to return to duty, benefits under this rule will be terminated.
- F. When the ninety (90) calendar day period is exhausted, the employee must use his sick leave bank and Worker's Compensation, therefore, if the employee elects to use his sick leave, said employee must turn Compensation checks in to the City of Ecorse. Disability cases considered as likely to be permanent may be referred to the Retirement Commission for consideration and appropriate action.

- G. All claims under this Rule must be validated as follows:
- (1) A signed statement from all witnesses to the accident; these statements will be used to verify that an occupational injury took place on a given day, time and place. The statements will be filed by the City as part of the claimant's file.
  - (2) A written and signed statement from the physician administering emergency treatment, nature of injury and the approximate duration of disability.
  - (3) A statement, in writing, from the immediate supervisor, indicating the primary cause of the accident and steps being taken to eliminate the possibility of a recurrence of similar accident.

Section 3: One (1) year cap

It is understood that the City will not be required to continue to pay the difference between worker's compensation and full wages to each employee qualifying under this section after one (1) year.

Additionally, the City will not be required to pay health insurance after the one (1) year cap. The employee at his/her own expense may continue his/her insurance through the City's group health insurance plan after the one (1) year cap.

## ARTICLE XXII

### GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of the Agreement shall be applied equally to age, sex, marital status, race, color, creed, national origin, or political affiliation.

- A. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to

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

- B. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee's activity in an official capacity on behalf of the Union, or for any other cause.
- C. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit, without discrimination, interference, restraint or coercion.

## Section 2. Union Bulletin Boards

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulleting to such bulletin boards.

## Section 3. Union Activities On Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay and after informing his immediate supervisor, Union representatives shall be allowed to:

- A. Collection Union dues, initiation fees, and assessments (if these funds are not collected through payroll deduction).
- B. Post Union notices.
- C. Distribute Union literature.
- D. Solicit Union membership during other employee's non-work time.
- E. Attend Negotiation meetings with Employer or its designated representative, when mutually agreed upon.

- F. Transmit communications, authorized by the Local Union or its officers, or the Employer or his representative.
- G. Consult with the Employer, his representative, Local Union officers, or other Union representatives, concerning the enforcement of any provisions of the Agreement.

Section 4. Visits By Union Representatives

The Employer agrees that accredited representatives of the Local Union and District Council shall have full and free access to the premises of the Employer, at any time during working hours, to conduct Union business. Notice shall be given to the Employer.

Section 5. Work Rules

Establishment of Rules: The Parties agree that this Section shall not negate the City's right to assign jobs, as set forth in Article XVIII, Section 4. However, the Employer agrees to consult with the Union before establishing new rules.

- A. Existing: The Employer agrees to negotiate changes in existing work rules.
- B. Revising: Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective. Grievances filed under this section must be presented within 30 days or it is forever barred.
- C. Informing Employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules within thirty (30) days after employee requests same.

- D. Enforcing: Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rules, any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 6. Medical Examination

A medical examination on request will be provided once a year, at a private clinic, to be mutually agreed upon by the City and the Union. The City shall pay the cost of the medical examination.

Section 7. Sub-Contracting

The parties recognize the responsibility of the elected City officials to provide services to its citizens in the most economical fashion, and also recognize that in appropriate cases, outside contracts may be employed to perform such services.

The City shall have the complete and unilateral right to sub contract, as it deems necessary, the work of all bargaining unit employees and, further, it is understood that there will be no minimum number of bargaining unit employees the City must retain at work, except those clerical employees remaining on the job as of July 1, 1991 will not be subject to layoff.

Section 8. Printing of Contract

The Employer and Union shall each pay one-half (1/2) the cost of printing new contract booklets for each employee and in number and size, as is mutually agreeable.

## ARTICLE XXIII

### NEW CLASSIFICATIONS

Section 1. When a new job is created, the Employer shall notify the Union, prior to the posting of such job, to mutually establish a classification structure and rate of pay.

## ARTICLE XXIV

### MICHIGAN MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

Section 1. The City will provide all bargaining unit employees the MMERS-B3 Retirement Plan plus Waivers F-55 (15 years' seniority) and F-50 (25 years' seniority), and the City will waive the reduction of one-half (1/2%) percent per month. The terms of the Plan will determine individual entitlement. FAC (3) final average compensation is to be computed, based upon the thirty-six (36) consecutive months of compensation divided by three (3). The factor to be used with the FAC shall be 2.35%. A 2% employee contribution effective January 1, 2011 and an additional contribution of 2% effective July 1, 2011.

Retirement for new employees hired after the date of ratification of this contract, will be on a contributory bases in the same amount agreed to by Police or Fire, but not to exceed ten (10%) percent of salary.

## ARTICLE XXV

### TERMINATION, STRIKES, LOCKOUTS, AND RESIDENCY

Section 1. Termination

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2009, and shall remain in full force and effect until the 30<sup>th</sup> day of June 2013. It shall continue to be in effect thereafter, unless either party shall notify the other, in writing, at least one hundred and twenty (120) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than

ninety (90) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) calendar days prior to the desired termination date, which shall not be before the anniversary date, set forth in the preceding paragraph.

#### Section 2. Contract Re-Opener

There shall be a contract re-opener if State or National Health Care is passed into law. The parties will begin meeting 120 days prior to the effective date of the new law. The contract shall be re-opened only on the topic of health insurance.

#### Section 3. Lockouts

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

#### Section 4. Strikes

- 4.1 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.
- 4.2 The Union agrees not to withhold their services due to strike or work stoppages, provided that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line.

Section 5. Residency

The City's residency policy shall be consistent with state law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF ECORSE**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES COUNCIL 25**

By: \_\_\_\_\_

By: \_\_\_\_\_

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