

6/30/2000

AGREEMENT between
CITY OF ECORSE and
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES COUNCIL 25
AND ITS AFFILIATE
LOCAL UNION NO. 1008

March 1, 1994
through
June 30, 2000

Corse, City of

AGREEMENT BETWEEN
CITY OF ECORSE/AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 25 AND ITS AFFILIATE LOCAL UNION NO. 1008

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ARTICLE I

AGREEMENT

This AGREEMENT entered into this 1st day of March, 1994 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 powers, rights, authority, duties and responsibilities, conferred and vested in it by the Laws and Constitution of the State of Michigan, The Constitution of the United States and by the City Charter, 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.

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 a 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.

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 a 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 a 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 be given a reasonable opportunity to have the Chief Steward present at any act of discipline, and the Union will be notified in writing of any 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 four (4) 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) working 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) days after the supervisor's response is due. That individual shall respond to the Union's Chief Steward in writing within five (5) working 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 in writing within five (5) 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 local Union President, or his designated representative within five (5) working days.

Step IV. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Mayor and Council or their designated representative is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, American Arbitration Association, which shall act as administrator of the proceedings, shall mail a prospective panel of arbitrators to each party.

Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike 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 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 to, subtract from, or modify any of the terms of this agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant, provided that the arbitrator shall not insert his 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 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 for a in Steps 1 through 3, such grievance shall automatically be appealed to the next step of the grievance procedure.

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 (6th) day.

C. A weekly overtime premium rate of double time will be paid for work on the seventh (7th) 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 among all qualified employees working within the same job classification and department.

Section 3. Call In and Shift Premium

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

B. Premium pay for afternoon and midnight work to be paid as follows:

1. Premium pay of 20 cents an hour for all afternoon work starting at 11:59 a.m. or later.

2. Premium pay of 25 cents an hour for all midnight work - Midnight rates to all employees starting work at 11:59 p.m.

ARTICLE XIII

HOLIDAYS

Section 1. Holidays

If work is necessary on the following sixteen (16) holidays; premium rate of double time plus a day's pay will be paid.

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

A. An employee must work on the scheduled service day before and after a holiday to qualify for holiday pay unless he 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 by 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) 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 30th 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

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

- A. Blue Cross/Blue Shield MVF-2 Plan, with Two dollar (\$2.00) co-pay drug rider. Bargaining unit employees who were hired prior to January 1, 1994 and who select this plan will be required to contribute to the cost of this insurance in the following manner:

- (1) Single Person Coverage - \$25.00 bi-weekly
- (2) Two Person Coverage - \$40.00 bi-weekly
- (3) Family Coverage - \$45.00 bi-weekly

Such monies will be deducted from the employee's wages on a bi-weekly basis. These co-pay amounts will be increased/decreased annually, beginning in 1995, in an amount equal to 50% of the increase/decrease in cost (actual dollars, not %) for Blue Cross/Blue Shield only.

- B. Health Alliance Plan (HAP).
- C. Health Care Network (HMO).
- D. Employees hired on or after January 1, 1994 shall co-pay the following amounts toward the cost of their health insurance premiums for the year 1994 (if they elect to be covered by health insurance):
 - \$30.00 Bi-weekly for single coverage
 - \$50.00 Bi-weekly for couple coverage
 - \$60.00 Bi-weekly for family coverage

These co-pay amounts will be increased/decreased annually, beginning in 1995, in an amount equal to 50% of the increase/decrease in cost (actual dollars, not %) for the health care plan that the specific employee is enrolled in.

- E. Both HMOs shall have equivalent coverage to the Blue Cross/Blue Shield insurance, if such is available. For further details concerning riders under each plan, contact the City Controller's office.
- F. Employees, who have coverage elsewhere, will be allowed to opt out of the Employer's Health Care Plan if they so desire. Such an opt out must be for the entire plan year, unless the employee has a "loss of eligibility" situation in which case the employee shall be able to return to the cities plan. Such employees will receive \$100.00 per month for each month they are out of the health care plan. This amount will be paid to employees quarterly.

Bargaining unit employees who retire from the service of the City and are receiving a pension, their married spouse who is married to the retiree at the time of retirement, and dependent off-spring children 18 years of age or younger; and upon written application, dependent off-spring children 19 to 25 years of age who are attending full-time school, will be provided the following health insurance coverage:

- A. Retirees age 64 or under will be provided Blue Cross/Blue Shield MVF-1 Plan with D-45-NM, ML, CC and \$3.00 co-pay drug riders.
- B. Retirees age 65 and older will be provided MVF-1 complimentary Plan with D-45-NM, ML, CC, and \$3.00 co-pay drug riders.
- C. Retirees will not be provided with sponsored dependent coverage.
- D. Retirees may select in lieu of Blue Cross/Blue Shield either one of the HMOs referenced in this Section.

Each member of the Union and his or her family, exclusive of retirees, shall be covered by Blue Cross/Blue Shield Dental Insurance with \$1,000.00 maximum and 75/25 co-pay, or the equivalent coverage, at City expense.

Section 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 and conditions of this Agreement will be entitled to a death benefit of Five Thousand (\$5,000.00) Dollars. No Death benefits will be provided for retirees 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 will receive 60% of their average gross earnings, beginning after 26 weeks of disability or illness.

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, not accumulative, and such days shall be granted at the commencement of each contract year. The sick-day bank for cur-

rent 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 (1/10th) 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 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	Husband
Wife	Aunt or Uncle

Section 3. Leaves of Absence

A. Eligibility Requirements: 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 the leave 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, and,

(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 duly-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 two (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, and 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 the 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 conferences, seminars, briefing sessions, or other functions of a 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 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 six (6) 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 known 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 that those clerical employees remaining on the job as of July 1, 1991 shall not be subject to layoff during the term of this contract.

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, it shall lay off the employee in the 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 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.

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.

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

Section 3. Working Out Of Classifications

A. Any Employee required 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.

Section 2. All employees who were bargaining unit members on January 1, 1994, and who elect not to retire during the window period in 1994, will receive a one-time lump sum bonus of \$1,000.00.

Section 3. The City shall pay each employee a clothing allowance of Two hundred (\$200.00) dollars each year no later than August 1st.

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 the service of the Employer.

A. 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 a \$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.

B. 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.

C. Seven (7) or more months service in the starting year of employment at full time based on a forty (40) hour work week shall qualify that period as a full year of service.

D. 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.

E. Any employee on leave of absence without pay on 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 returns 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.

F. 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.

G. 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.

H. 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) day 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 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 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 accidents.

Section 3: Two 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 two years. Additionally the city will not be required to pay health insurance after the two year cap. The employee at his/her own expense may continue his/her insurance through the City's group health insurance plan after the two 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 the 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 bulletining 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. Collect 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 Negotiating 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.

C. Informing Employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules 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, or 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 contractors 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 best thirty-six (36) consecutive months of compensation divided by three (3). The factor to be used with the FAC shall be 2.35%.

ARTICLE XXV

TERMINATION, STRIKES, LOCKOUTS AND RESIDENCY

Section 1. Termination

This Agreement shall be effective as of the 1st day of March, 1994, and shall remain in full force and effect until the 30th day of June, 2000. 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. Decertification

The parties agree that the window period, for the purpose of a decertification election, shall be between April 30, 1997 and June 30, 1997, as well as the standard window period in the year 2000.

Section 4. Lockouts

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

Section 5. Strikes

5.1 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

5.2 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 6. RESIDENCY

The City shall not require residency in the City of Ecorse as a condition of employment for any employee, however, that such employee shall establish a residence within twenty (20) miles of any border (excluding Canada) of the City of Ecorse.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 1st day of APRIL, 1994.

CITY OF ECORSE

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

By: James Tassis
(JAMES TASSIS, ITS MAYOR)

By: Milton Tonda

(ROBIN UNDERWOOD, ITS CLERK)

LOCAL UNION NO. 1008

Robin Underwood

Julio Lopez / President

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approved
Victor Mate
City Atty
4/7/94

APPENDIX "A"
HOURLY WAGE SCHEDULE

1. Bargaining Unit members hired prior to January 1, 1994 shall have their base wage rates increased by the following amounts, effective with the first full pay period commencing on or after June 30, of the year indicated:

1994 3%

1995 3%

1996 3%

1997 3%

1998 3%

1999 3%

2. Full-time employees hired on or after 1/1/94 shall be paid the following rates of pay:

<u>Number of Months Employed</u>	<u>Hourly Wage</u>	<u>Annualized Rate of Pay</u>
0 to 6	7.69	\$16,000
7 to 12	7.89	16,400
13 to 24	8.15	16,960
25 to 36	8.64	17,980
37 to 48	9.16	19,060
49 to 60	9.71	20,200
61 to 72	10.29	21,410

APPENDIX "B"
RETIREMENT WINDOW

Employees who submit a retirement notice to the Employer between March 1, 1994 and April 16, 1994, or between January 1, 1998 and February 28, 1998, will receive the following additional benefits:

a. These individuals will be allowed to buy up to four years of additional pension credit time. The cost for each year will be 5% of the individual's last four quarters earnings.

b. The pension factor will be increased to 2.5%.

c. These individuals will receive the longevity pay that they normally would have received on November 1, 1994/98

d. There will be a payout of \$10,000.00 to each retiring employee, or, the retired employee's pension will be increased by 2% each year (not compounded). The retiring employee must decide which of these two options will be elected.

e. There will be no spousal decline in pension payments.

f. Retiring employees will be allowed to make a non-revokable, once in a lifetime, election regarding health care insurance. Employees who elect, for their lifetime, to have no retiree health care insurance, shall receive \$100.00 per month in addition to their normal pension benefit.

g. The above retirement will also be made available on the basis of twenty-five years and out, with no age requirement.

h. Management retains the right to delay the effective date of the retirement to as late as September 30, 1994/98.