

AGREEMENT
BY AND BETWEEN

CITY OF SOUTHGATE
AND
TPOAM Local 2018
July 1, 2022 through June 30, 2026

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AGREEMENT

This Agreement, by and between the CITY OF SOUTHGATE (hereinafter called the "Employer") and TPOAM Local 2018 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the City and the Union.

ARTICLE I
PURPOSE AND INTENT

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

To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the City and the Union and the employees.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "contract".

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. The parties, upon written request of either party, agree to meet and negotiate such provision(s) as may be necessary to comply with the law; provided however, such meeting and conferring shall not constitute nor shall it be considered a reopening of this Agreement.

ARTICLE II
RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Southgate does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of employees of Southgate included in the bargaining unit as described below:

"All certified full-time employees excluding Police Officers, Fire Fighters, supervisors, foremen, provisional appointments, temporary appointments, part-time appointments, emergency appointments, elected or appointed officers, Executive Aide, Executive Secretary to the Mayor, and

Administrative Assistant."

Section 2. The parties hereto recognize that the terms of this Agreement supercede the rules and regulations of the Civil Service Commission, and as such, the parties shall not have recourse to the Civil Service Commission or City Council unless specifically provided herein. Moreover, it is understood that the grievance procedure contained herein is the sole and exclusive method of resolving differences between the parties during the term of this contract. This does not, however, preclude any party from exercising independent legal rights where appropriate.

ARTICLE III

AID TO OTHER UNIONS

During the term of this Agreement, the City agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment, and other conditions of employment for employees covered by this Agreement.

ARTICLE IV

UNION SECURITY AND CHECK-OFF

Section 1. To the extent that the laws of the State of Michigan permit, it is agreed that any employee covered by this Agreement, for the duration of this Agreement, who is not a member of the Union at the time this Agreement becomes effective, shall be required as a condition of employment, to either become a member of the Union and maintain that membership in good standing, or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues for the cost of negotiating, administering and servicing this Agreement. Any employee who fails to comply with the aforementioned requirements shall be deemed not in compliance with the aforementioned condition of employment, and the employer shall terminate his employment at the conclusion of a grace period of thirty (30) days following notification by the Union to the employer that the employee is not in compliance with this condition of employment.

Section 2. Employees shall be deemed to be members of the Union or in good standing within the meaning of this Article, if they are not more than thirty (30) days in arrears in the payment

of membership dues or service fees.

Section 3. Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- A. The Union has notified him by certified letter, addressed to his address last known to the Union, spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and
- B. The Union has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union shall provide the City with a written demand before that employee will be discharged for failure to conform to the provisions of this Article. The Union will provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4.

- A. The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide to the City an authorization in the form attached hereto as Attachment 1. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to an employee for any reason, such employee shall seek refund from the Union.

- B. Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Secretary-Treasurer of the Local Union at the address designated to the City by the Union, in writing within thirty (30) days after such collections have been made.
- C. In the event that refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union; provided the employee makes demand for such refund.
- D. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for purpose of complying with any of the provisions of this Article.

ARTICLE V

DISCRIMINATION

Section 1. The City will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in or participation in the activities of the Union.

Section 2. The Union agrees to continue to admit persons to membership without discrimination on the basis of age, race, creed, color, sex, disability, national origin or political affiliation.

Section 3. The City agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of age, race, creed, color, sex, disability, national origin or political affiliation.

ARTICLE VI
REPRESENTATION

Section 1. Employees of TPOAM Local 2018 shall constitute two (2) districts, proportioned as follows:

- District #1: All Public Works, Water, and Recreation Maintenance personnel covered by this Agreement.
- District #2: City Hall and Police Department Personnel covered by this Agreement.

The District shall be represented by a Steward who shall be a regular seniority employee working in the district.

Section 2. The Union shall furnish in writing the names of all Union representatives upon their election or appointment by the Union.

In the event that an employee chooses not to process his own grievance, but selects the Union to process said grievance, the City shall not be obligated to deal with any employee or person other than those persons so designated in writing to the City, and the Union agrees that the persons so designated have the authority and the power to resolve grievances on behalf of the Union, and that the Union will be bound by such resolution. The City agrees to designate in writing to the Union those persons who have the authority to resolve grievances on behalf of the City, and that the City will be bound by such resolution.

Section 3. In the event that the City, in its discretion, establishes year long permanent shifts in addition to the day shift, the Union shall be permitted to select one (1) representative from employees with seniority who shall represent Districts 1, and 2, notwithstanding the District or origin of the employee selected; provided that the City shall not be obligated to establish or maintain any shift, employee complement or job classification for any shift established.

Section 4. Each steward shall be allowed time to investigate any grievance occurring within his respective district of representation during his scheduled working hours without loss of pay. Should it become necessary for a steward to leave his place of work in order to investigate a grievance, the steward shall request of the Departmental Director or his designee, permission, which permission will not be unreasonably withheld. The steward shall provide the person in charge with the name of the employee he is going to see. The steward shall notify the person in charge upon his

return to work. The above privilege is extended to stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 5.

- A. There shall be a Grievance Committee composed of Local Union President and one (1) District Steward within whose District the grievant is employed; provided that should the grievance be one of policy affecting all employees, all District Stewards may, at the discretion of the Union, be present.
- B. The purpose of the Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the City other issues which would improve the relationship between the parties. It is agreed that all meetings will be held in accordance with an agenda supplied by the party requesting the meeting at least five (5) calendar days in advance of the meeting, and such agenda may be modified only upon mutual consent of both parties.
- C. The City shall meet as required, at a mutually convenient time, with the Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

Section 6. Union Business. The Local Union Head or his delegate is to be allowed time off on City time, for special Union Business Meetings that may arise. He will not be penalized for absence, nor shall his absence be charged to his sick or business time provided it does not exceed four (4) full days in any one year.

Additional time may be granted by permission of the City Administrator.

Section 7. Special Conferences. Special conferences for important matters will be arranged between the Local President and the City or its designated representative, upon the written request of either party. Such meetings shall be between a maximum of two (2) representatives of the City and a maximum of two (2) representatives of the Union unless a greater number of representatives is mutually agreed by each party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in the written request for a meeting. Matters taken up on special conferences shall be confined to those included in the

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

The Conference shall take place as soon as possible, but in no event later than ten (10) calendar days after the request is received, unless extended by mutual agreement.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 1. A grievance under this Agreement, is any disciplinary action, claim or complaint, in writing by an employee, group of employees, the Union or the City arising under and during the term of this Agreement setting forth:

- A. Article and Section of Agreement allegedly violated, and
- B. Date of occurrence of each alleged violation, and
- C. Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the Agreement.

Section 2. Grievances must be filed within seven (7) working days of the occurrence of the event giving rise to the grievance. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to. The grievant may be present at all steps of the procedure, if he so desires, without loss of pay. In the event that there is a multi-employee grievance, one grievant shall be selected to represent the group.

Section 3. The party or parties wishing to file a grievance shall first take up the subject matter of the grievance with their immediate supervisor and/or their steward. The supervisor shall attempt to adjust the matter at this meeting.

STEP 1. If the subject matter has not been settled at the meeting with the immediate supervisor, it shall be reduced to writing and presented by the Union Steward to the Department Head within seven (7) working days following the occurrence of the event giving cause to the grievance. The Department Head shall meet with the Steward within seven (7) working days after receipt of the written grievance to try to settle the matter. The Department Head shall respond in writing to the Union Steward, with a copy to the Grievant,

within five (5) working days of the meeting.

STEP 2. If the grievance still remains unadjusted, it shall be presented by the Local President to the Mayor or his designated representative in writing within five (5) working days after the response of the Department Head is due. The Mayor or his designated representative shall respond in writing to the Local President, with a copy to the Steward and Grievant within five (5) working days of the receipt of the grievance. A meeting may be scheduled within the Step Two grievance process, if requested by either party.

STEP 3. If the grievance is still unsettled, the Union may within fifteen (15) working days

after the reply of the Mayor or his designated representative is due, by written notice to the other party, request arbitration. The arbitration proceedings shall be conducted by the American Arbitration Association under their rules then in effect and they shall act as administrator of the proceedings. The Arbitrator's decision shall be final and binding on the Union, the Employees and the City. Each party will bear the full costs for its side of the arbitration including payment of its witnesses and representatives and will pay one-half (1/2) of the costs for the arbitration. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Section 4. Any grievance not advanced to the next step by the Union within the time limit in that step shall be deemed to be abandoned. In the event the City shall fail to supply the Union with its answer to a particular step within the time limit in that step, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

Section 5. If a grievance has been settled to the satisfaction of the Union, the Union will respond in writing to the City of their acceptance of the settlement, and the matter will be closed.

Section 6. The parties agree that any City agreement to reduce an employee discipline based upon an employee's length of service with the City shall be in the City's sole discretion and shall not be used by an arbitrator against the City.

Section 7. The grievance and arbitration procedure provided for in this Agreement shall be

the sole and exclusive remedy for the resolution of grievances.

ARTICLE VIII

SUSPENSION AND DISCHARGE CASES

SECTION 1. Discipline shall be administered by the City in the following manner.

- A. Before the issuance of disciplinary action, where a meeting is to be held with the employee, the supervisor shall inform the employee and allow the employee to have union representation. If the employee declines union representation, he/she shall indicate so in writing and a copy shall be given to the union.
- (1) If the employee accepts union representation, notification will be given to the employee and union representative of any disciplinary action taken against said employee. The employee and union representative shall be given a copy of such official entry.
 - (2) In the case of suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving City property. Upon request, a management representative will discuss the suspension or discharge with the employee and his/her steward.
 - (3) Exceptions to this procedure would be in situations where the suspended or discharged employee is not on the Employer's premises, the parties agree that such discussion would not be beneficial at this time or where the Employer has a reasonable basis to conclude that the employee needs to be removed from the Employer's premises without delay.

- (4) In the case of an oral reprimand, a notation sufficient to document the nature of the incident, including date and subject matter – shall be placed in the employees personnel file.

B. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior. The parties recognize, however, that certain offenses do not require progressive discipline.

- (1) The following is a series of progressive steps which should be followed in most cases when considering a like occurrence: In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than one (1) year previously, however if there is a second suspension within the one (1) year time frame, the City will increase the one (1) year to two (2) years, nor impose discipline on an employee for falsification of his employment application after a period of six (6) months from his date of hire.

- a. First Offense: Oral Reprimand(s)
- b. Second Offense: Written Reprimand(s)
- c. Third Offense: Suspension(s) not to exceed five (5) days.
- d. Fourth Offense: Suspension(s) not to exceed thirty (30) days, or demotion, where appropriate.
- e. Fifth Offense: Discharge.

- (2) Where progressive discipline is utilized, these steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

- (3) In cases of more serious offenses, the first disciplinary action taken may begin with the written suspension step; and, for the most serious offenses, it may be

appropriate to impose suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

C. Disciplinary action should be appropriate and take into account both the offense and the employee.

D. Factors which should be considered in imposing disciplines are:

1. The seriousness and circumstances of the particular offense;
2. The employment history of the employee involved;
3. The recency and nature of prior disciplinary action taken with respect to the employee;
4. Prior departmental action in comparable situations.

SECTION 2.In all instances in which the Employer may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended while the matter is investigated. In cases of suspension, the reasons for suspension shall be explained in the employee's presence, or a certified letter may be sent to his last listed residence. Such initial suspension shall not be for more than five (5) calendar days. A written statement of the reasons for the suspension and possible discharge shall be given to the affected employee and to his Steward. The Employer shall decide, during the aforementioned five (5) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should have been given. In cases of suspension or discharge, the employee has the right, upon the employee's request and upon such employee's own time, to discuss the City's action with the Steward, and the City shall designate an area wherein such employee may have such discussion with such Steward before such employee shall be required to leave the premises of the City.

SECTION 3. In the event the affected employee believes that his suspension or discharge under Section Two above is unjust, the matter may be processed through the grievance procedure.

SECTION 4.In the event it should be decided by the Employer or under the Grievance Procedure that the employee was discharged without cause or excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension.

SECTION 5. It is agreed that the maintenance of discipline is operation of this City.

SECTION 6. All employees covered under the provisions of this contract shall, if caught drinking alcoholic beverages on the job or are adjudged to be under the influence or incapacitated due to alcohol or drugs while on the job, be suspended for up to twenty (20) days without pay for the first offense and discharged for the second offense.

SECTION 7. The City shall have the right to promulgate work rules and standards of expected employee conduct.

ARTICLE IX

LAYOFFS AND RECALL

Section 1. Layoff shall mean the separation of an employee from the active work force. Layoff shall be by job classification seniority, least senior employee first, which shall be determined by the length of continuous service an employee has worked within a job classification commencing

on the employee's first full day of work within that particular job classification. The following layoff order shall be followed:

- A. Part-time, temporary or seasonal employees in the classification affected shall be laid off first.
- B. Provisional employees in the affected classification shall be laid off second.
- C. Probationary employees in the affected classification shall be laid off third.
- D. Full-time certified employees in the affected classification shall be laid off in the inverse order of their classification seniority. For the purpose of this Article, the term "affected classification" shall be defined to mean the classification from which an employee is laid off, as well as the classification into which an employee enters or attains by virtue of exercising his/her bumping rights.

Section 2.

- A. A laid off employee who elected to remain working by exercising city-wide seniority may do so by bumping laterally within the same "hourly pay rate" for the salary schedule within which they were placed at the time of notification of layoff, or down to any lower "hourly pay rate". This movement may occur if such employee has the present skill and ability to perform all basic requirements as defined by the job description of the classification at the time of notification of layoff. The City shall not be required to retain a bumping employee who fails to demonstrate ability or refuses any job assignment in the classification into which he/she have bumped. Further, the employee shall be recalled to the highest classification being recalled, in which the employee worked prior to having first exercised such employee's bumping rights, and consistent with such employee's seniority, provided the otherwise eligible employee is able to perform the available work.
- B. Seniority shall not be invoked by an employee to displace another employee so long as the senior employee has an assigned job and has not been selected for layoff.
- C. An employee who bumps into another classification shall be paid the rate of the classification into which the employee bumps and at seniority increment level of the

bumping employee; provided however, that no employee shall receive a wage increase by exercising the privilege of remaining working during a layoff.

- D. Part-time or seasonal employees shall not accumulate seniority nor shall they be permitted to bump other employees in the event of a layoff and full-time employees will not be permitted to displace "Special Program" employees in the Recreation Department. The employment record of "Special Program Employees" shall carry the designation "Special Program Employees."
- E. All jobs requiring typing shall conclusively be presumed to require the typing skill provided for in the job description but not less than a 40 word per minute typing skill on a typing test constructed, administered and graded by the Municipal Employees Civil Service Commission. It is further understood and agreed that the Union, upon request, may have a representative present at the time of testing.
- F. There shall be no bumping into any position requiring the ability to use a computer or computer access terminal, unless the employee has previous applicable computer experience.

Section 3. Employee to be laid off shall be given at least seven (7) calendar days prior notice. The Local Union shall receive from the City a list of the employees being laid off on the same date the notices are issued to the employees. Notification shall be by Certified Mail to the employee's last address as known to the City. It shall be the responsibility of the employees to provide the City with a current address.

Section 4. An otherwise eligible employee who is recalled from layoff shall be restored to full status with full seniority from date of last hire and full benefits as provided for in this Agreement, including any increments or pay increases he would have received had he been working.

Section 5. Employees to be recalled shall be given at least seven (7) calendar days prior notice. The Local Union shall receive from the City a list of employees being recalled on the same date the notices are issued to the employees. Notification shall be by Certified Mail to the employees' last address as known to the City. It shall be the responsibility of the employees to provide the City with a current address. Extensions may be made by the City in proper cases.

Section 6. During/In the even of layoff Local 1917 member, formerly a member of Local 2018, shall

have the right to bump into lower classifications within the Local 2018 bargaining unit, providing the member is qualified to perform the work and has the skill and ability to do the work. Qualified means that the employee has had sufficient training and experience to do the work and has satisfactorily performed the same work, job, or operation, or the same type of work, job, or operation. Skill and ability to do the work means the present ability to perform the available job, work, or operation without further training. The bumping is to be based upon the employee's seniority that the employee accumulated while in the Local 2018 bargaining unit. Seniority acquired outside the 2018 unit shall not be considered and shall not be accumulated nor added to any seniority accumulated while a member of Local 2018. Provided that the employment with the City is continuous, a Local 2018 member who is transferred to AFSCME Local 1917 shall retain the seniority acquired while a member of Local 2018. This right of movement shall not apply to any other group of employees.

ARTICLE X

SENIORITY

Section 1. Super Seniority: Notwithstanding their position on the seniority list, Presidents and Stewards shall, in the event of a lack of work or lay off, be offered work in their respective districts, provided they are able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based on a period of prior satisfactory experience in the job classification.

Section 2. Loss of Seniority: An employee's employment and seniority shall terminate if:

- A. The employee quits, or
- B. The employee is discharged, or
- C. The employee fails to give notice of his intent to return to work within five (5) working days and/or fails to report for work within ten (10) calendar days after issuance of the City's notice of recall by Certified Mail to the last known address of such employee as shown by the City's records. It shall be the responsibility of the employee to provide the City with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the City of an acceptable reason to the City for such absence, or
- E. The employee overstays a leave of absence, or

- F. The employee gives a false reason in requesting a leave of absence or engages in other employment for another employer during such leave of absence, or
- G. The employee is retired, or
- H. The employee is laid off for a continuous period exceeding the length of his seniority, or
- I. The employee falsified pertinent information on his application for employment, provided the City raises the issues within six (6) months from the date of hire.

Section 3. Probationary Employment: An employee is a probationary employee for his first one year of employment starting on July 1, 2018. Upon completion of the probationary period, the employee shall be credited with one year of service and it shall be so entered on the seniority list.

Section 4. Seniority Lists: An up-to-date seniority list will be furnished by the City of Southgate semi-annually to the Local Union President.

Section 5. City seniority as used in this Agreement shall mean length of continuous service an employee has with the City, within the TPOAM Local 2018 bargaining unit, commencing on the employee's last date of hire.

Section 6. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname as of the date of their Certified Permanent original hire for purposes of determining which of the two (2) individuals is most senior between themselves.

Section 7. In the event it becomes necessary to determine an employee job classification seniority, such seniority shall commence for the first full day's employment in the job classification as a full-time certified employee.

ARTICLE XI

JOB UPGRADING, PROMOTIONS, AND NEW POSITIONS

Section 1. This Article shall be the sole and exclusive method for effecting intra-bargaining unit job upgrading, promotions, filling of vacancies and newly created job positions. It is the intention of the parties, at the request of TPOAM 2018, that this Article supersede and replace the system administered by the Municipal Employees' Civil Service Commission in cases other than a

person's entry into the service of the City.

Section 2. The City shall determine whether vacancies shall be filled.

Section 3. In the event the City elects to fill a vacancy for an established position, the City will post the position to be filled for seven (7) working days during which time employees shall have an opportunity to register their interest in such position.

Section 4. For all newly created positions, the City will post such new jobs for seven (7) working days during which time employees will have an opportunity to register their interest in such position.

Section 5. In filling the position, the City will give first consideration to the most qualified employee with the most seniority.

Section 6. Pending selection in accordance with Sections 5 and 6, the City may fill a vacancy or new position with a provisional appointment but no person shall serve as a provisional appointment, temporary appointment, part-time appointment or emergency appointment while qualified bargaining unit employees with seniority remain on a registry list for longer than thirty (30) days following registry of interest by a qualified bargain unit employee with seniority for a position filled by a provisional appointee. A provisional appointee, temporary appointee, part-time appointee or emergency appointee shall not acquire seniority no matter how long he serves, nor shall such appointee have access to the grievance procedure of this Agreement, nor shall the City be obligated to provide such appointee with any particular wage or fringe benefit program.

Section 7.

A. The senior employee registered for the promotion, and if he qualifies, shall be granted a fifteen (15) day trial period to determine:

1. The employee's desire to remain on the job, and;
2. The employee's ability to perform the job.

In the case of cross building promotions, the trial period shall be thirty (30) days.

B. During the trial period, the employee shall have the opportunity to revert back to his former job. If the employee is unsatisfactory in the new position after thirty (30) days, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for a

second step of the Grievance Procedure.

- A. During the trial period, employees in upgraded or promoted status will receive the starting rate of the job they are performing, however, there shall be no cut in pay.

Section 8. An employee who accepts upgrading who satisfactorily completes the trial period shall be placed on the appropriate seniority list as of the first full day's work in the upgraded classification, provided that an employee's city-wide seniority shall not be affected by accepting upgrading.

Section 9. A promotion shall be to a higher classification and employees shall not have the right to lateral or downward job transfers, without written permission of the City; provided, however, the parties may refer lateral transfers to the Conference provision of this Agreement.

Section 10. No City employee shall take a wage decrease by accepting upgrading to a higher probationary appointive position. Should the starting rate of the pay range number of the upgraded position be lower than the seniority increment level of the employee's classification prior to upgrading, the employee shall commence work at the salary seniority increment level in the upgraded position which reflects the nearest higher salary level to that at which the employee is certified permanent prior to upgrading, provided, the City shall have no obligation to provide a salary increase for a City employee who accepts upgrading from outside the bargaining unit.

Section 11.

- A. Job Descriptions and Job Requirements shall be as published by the Michigan Municipal League as of March, 1996. Thereafter, changes in the job description shall be as negotiated between the parties to this Agreement.
- B. All jobs requiring typing must meet the requirements of Article IX, Section 2(e).
- C. Any position requiring ability to use a computer or computer access terminal shall be presumed to require the "present ability" to use the type of equipment and in the manner in which the equipment is being used in the City at the time the employee seeks entry into the position. "Present ability" shall include but not be limited to all job tasks being performed on the computer at the time the employee seeks entry into the position.

Section 12. The parties agree that the job classification certifying agency will be the

Municipal Employees Civil Service Commission for entry level into City employment.

Section 13. The City agrees to develop and implement an intra-departmental job training program for members of TPOAM Local 2018, with a goal of preparing individuals for job upgrading and promotion.

Section 14. As a matter of policy, the City agrees to make every reasonable attempt to fill Local 1917 positions from within the ranks of Local 2018 membership, subject to the following procedure.

STEP 1 – Interested Local 2018 members must make timely application (including personnel folders) to the Department Head, who will then assess the applicant’s overall qualifications. A copy of those candidates deemed to possess the “minimum job description qualifications”, along with supporting documentation, shall be forwarded to the City Administrator.

STEP 2 - Each candidate passing STEP 1, will be assessed in an appropriate manner to determined by the City. At the completion of this process, candidates will be rated based upon overall suitability as follows: Qualified or Unqualified. Qualifications shall be based on job description and ability to use equipment related to job performance. All qualified candidates shall be rank ordered by seniority. A copy of the ratings, along with supporting documentation, shall be forwarded to both the City Administration and Local 2018.

STEP 3 – In the event an applicant receives an “Unqualified” designation, a written appeal can be made by the Union directly to the Mayor within 3 days of receiving notice of the rating. The Mayor shall review the matter and render a decision that is final and binding on all parties.

STEP 4 – From the list of qualified candidates, the Mayor shall determine who, if any among them, shall be offered the Local 1917 position out of the top 5 qualified as ranked by seniority. This decision shall be final and binding on all parties.

STEP 5 – In the event that no Local 2018 member qualifies for a particular Local 1917 position, the procedure for filling that position will automatically revert back to existing Municipal Civil Service rules and procedures used for filling vacancies.

ARTICLE XII

SAFETY AND HEALTH

Section 1. Responsibility: Both parties to this contract shall hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 2. Safety Committee: Both parties to this contract shall establish a Joint Safety Commission consisting of two (2) representatives of the Union, two (2) representatives of supervisory personnel, for the purpose of promulgating a written Safety Code. Both parties agree to enforce such a code.

Section 3. Refusal to Work in Unsafe Conditions: Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, as in the written safety rules in the opinion of the Joint Safety Committee, the matter shall be immediately adjusted by his supervisor. If the matter is not adjusted satisfactorily, the grievance may be processed through the grievance procedure.

Section 4. Safety of Vehicles: If a vehicle should be determined as defective and unsafe for use during any tour of duty, the employee shall cause same to be parked and the vehicle shall remain parked until properly cleared by the mechanic on duty as fit for road service; provided, that the employees utilizing equipment will report all alleged equipment defects upon forms provided by the City, in writing, not later than the end of their shift and such reporting employee shall simultaneously tag such allegedly defective equipment with tags supplied by the City; provided, further that in the event any employee refuses to utilize a vehicle, he shall provide detailed safety objections in writing. It is understood and agreed that claims of safety defects shall not be utilized as a work avoidance device.

Section 5. Medical Shots: Flu shots and hepatitis shots shall be made available by the City to each individual at least once each year under the tenure of this contract.

Section 6. CDL: All DPS employees must have a CDL, new laborers have 1 year to obtain.

ARTICLE XIII

HOLIDAYS

Section 1. Holidays with pay at the regular rate shall be as follows: New Year's Day; Martin Luther King Day; President's Day; Good Friday (all day); Memorial Day; Juneteenth; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day and the day after Thanksgiving; Half Day on December 23rd; Christmas Eve; Christmas Day; New Year's Eve.

Section 2. Should any of the above-listed holidays fall upon a Saturday, then Friday, all day, shall be a day off. Friday is a time and one-half day; Saturday is a double-time day. Should any of these holidays fall upon a Sunday, then Monday, all day, shall be considered to be the holiday. To determine when a holiday falls for purposes of the Friday-Monday rule, the parties will use the day the holiday falls by federal statute. Library staff working on a Saturday that an above-listed holiday falls on, will have that Saturday, all day, be a day off. Should any of these holidays fall on a Friday, then Saturday, all day, shall be considered to be the holiday for library staff.

Section 3. Should an employee be called to work on any holiday listed above, he shall be paid in addition to his holiday pay, at the rate of double time.

Section 4. An employee must work the full day before and a full day after a holiday to be compensated for the holiday. However, for purposes of holiday pay only, an employee may be permitted a grace period at the beginning of the work day immediately preceding and following a holiday not to exceed thirty (30) minutes. The employee may receive permission to be off work by Departmental Director or designee only upon one days prior notice. If an employee is absent from work on the day before or the day after a holiday because of illness, then a doctor's certificate will be furnished if requested by the Departmental Director or his designee.

Section 5. Failure to Report for Holiday Work: An employee who may be requested to work on a holiday and who accepts such holiday work accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive pay for such holiday.

ARTICLE XIV

ANNUAL VACATION

Section 1. Eligibility and Amount: Employees of the City will earn credit toward vacation with pay in accordance with the following schedule:

Years of Service	Accrual
Start	12
2 years	13
4 years	14
5 years	15
6 years	16
7 years	17
8 years	18
9 years	19
10 years	20
11 years	21
12 years	22
13 years	23
14 years	24
15 years	25 Post 2008 Employee Cap
16 years	26
17 years	27
18 years	28
19 years	29
20 years	30
21 years	31
22 years	32 Pre 2008 Employee Cap

For all employees there will be a maximum of thirty-two (32) vacation days to be accumulated. Vacation days will be maxed at 25 days for employees hired after July 1, 2008.

Section 2. Scheduling of Vacations: The Department Heads shall be responsible for the scheduling of vacation time in their respective departments, and they shall post an annual vacation schedule indicating the scheduled vacation time of each employee in their department. Vacation time shall be made available to all eligible employees and utilization shall be governed by departmental policy, to be developed with input from the bargaining unit representatives.

Section 3. Responsibility for Scheduling Vacations: It shall be the responsibility of each

employee to make their request for vacation time. Vacations shall be submitted to the Department Head by March 1st of each year and an approved list of vacations shall be posted not later than April 1st. Vacation selection for Public Service Workers (PSW III) (Recreation) may be amended after the schedule for seven (7) day operations is in effect, provided that such amendments are approved by the Departmental Director. City seniority shall prevail when duplicate requests are made.

Section 4. Holidays During Vacation: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time. He shall be given an extra day's vacation.

Section 5. Listing of Vacation Schedules: The City shall cause a list to be prepared shortly after January 1st of each year indicating the earned vacation of each employee during the previous year. Said list is to make allowances for extended leaves of absence for whatever cause, except duty incurred disability, the deduction of one (1) days' vacation credit for each full month of leave, provided also that ten (10) months of service shall constitute full service for the purpose of this Article.

Section 6. Illness During Vacation: Any employee, while on a vacation, who may suffer a disabling injury or illness, may have any one or more of those days charged as sick days instead of charges as vacation days as follows:

- A. Any emergency room charges.
- B. Any and all days admitted as a patient in a hospital.
- C. Any and all non-hospitalized days in which a physician certified that the employee is incapacitated and cannot engage in anything other than limited activities, provided such illness terminated the vacation prior to the last five (5) scheduled vacation days. Employees agree that in the case of a dispute such employee would provide written release for medical records.

On presentation of any of the above, the employee shall be charged sick days instead of vacation days, provided such employee has sufficient days in the employee's sick bank. Interrupted vacations under these provisions may be scheduled at a later date.

Section 7. Eligibility Clause:

- A. Credit will be earned only for those months in which an employee is paid or compensated for at least fifteen (15) full days.

- B. If, as of December 31, of the year during which the vacation credit is earned, an employee who was hired during such a year had:
1. at least three (3) months service, and
 2. worked at least three (3) months but earned less than five (5) working days vacation;
- he shall be eligible for the number of non-accrued vacation days sufficient to bring this total vacation days to both earned and non-accrued to five (5) working days. These days must be used consecutively. Unused, non-accrued vacation days shall be forfeited.

ARTICLE XV
WORK DAY AND WORK WEEK

Section 1. Hours of Employment:

- A. Labor and Trades Employees: The standard work week for the City of Southgate labor and trades employees shall consist of five (5) consecutive eight (8) hour days of work to fall between the hours of 6:00 a.m. and 6:00 p.m., from Monday through Friday, for a total of forty (40) hours.
- B. Parks and Recreation Maintenance Workers: Notwithstanding any provisions of this agreement to the contrary, non-clerical employees assigned to Recreation, once ice is in until ice is out of the arena, shall be subject to working a seven (7) day, Monday through Sunday schedule. Affected employees will receive a minimum of two (2) weeks notification prior to initiation of the seven-day schedule. Employees required to work on Saturday or Sunday will receive a forty (.40) cent premium per hour. Regular shift employees will not be scheduled to work on both Saturday and Sunday. The swing shift employee will work on all available shifts, days/afternoons, as well as on both Saturday and Sunday and will receive a non-cumulative premium of ONE (\$1.00) DOLLAR per hour when working the swing shift only. Shifts will be determined by bid according to classification seniority. The Local Union or the City may propose and discuss modification of this section on an annual basis, with the understanding that there must be mutual agreement on any changes. The starting date

and ending date of the seven day operation shall coincide with the start and end, respectively, of pay periods. Holidays for those individuals assigned to the Ice Arena during Seven Day Operation: Holidays occurring during such operations shall be celebrated on the legal day on which they fall. All employees normally scheduled to work on such day shall be compensated at holiday rate. If an employee is scheduled off on such holiday, he will be paid for an additional day off, i.e. he will work five (5) days and be paid for six (6).

C. Code Enforcement Officers:

1. Notwithstanding any provisions of this agreement to the contrary, Animal Control / Code Enforcement Officers assigned to the Police Department shall be subject to working a (7) day, Sunday through Saturday schedule. Employees required to work on Sunday will receive a forty (.40) cent premium per hour. "Regular Shift Employees" may be scheduled to work on any five (5) consecutive eight (8) hour days of work, including Sunday and Saturday, to fall between the hours of 6:00am and 11:00pm, for a total of forty (40) hours. However, any one (1) employee shall have the option of working Monday through Friday, between the hours of 6:00am and 6:00pm.

2. The parties agree that the following positions will now schedule up to two (2) Saturday's a month at straight time. These days will be scheduled monthly under the direction of the Director of Public Safety or his designee. The days will be scheduled with not less than a month's notice. The corresponding leave day(s) will be scheduled each month with the approval of the Director of Public Safety or his designee.

3. If utilized, a "Swing Shift Employee" may be scheduled to work a combination of days and afternoons on any five (5) eight (8) hour days of work, including Sunday and Saturday, to fall between the hours of 6:00am and Midnight for a total of forty (40) hours. A "Swing Shift Employee" so utilized shall be entitled to a non-cumulative premium of one dollar (\$1.00) per hour when working the swing shift schedule.

4. Designated shifts will be determined by bid according to classification seniority

every six (6) months in conjunction with the Police Department shift bid process. TPOAM 2018 or the City may propose and discuss modification of this section on an annual basis, with the understanding that there must be mutual agreement on any changes.

- D. Clerical Employees: For the purpose of this contract, day shift in clerical, stenographer, and routine office assignments will be designated by the City as those employees whose standard work day will consist of nine (9) hours to fall between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, with one (1) hour off for lunch, for a net total of eight (8) hours of work per day. Clerical employees within the Department of Public Services shall work the same schedule as the laborers, with a one half (1/2) hour lunch, Monday through Friday.
- D1. Library Staff: For the purpose of this contract, routine office assignments will be designated by the Library Director as those employees whose standard work day will consist of eight and a half (8.5) hours to fall between the hours of 9:00 a.m. and 10:00 p.m., Monday through Saturday, with one half (1/2) hour off for lunch, for a net total of eight (8) hours of work per day.
- E. Rest Periods: All full time employees shall be provided a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift where feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a ten (10) minute rest period before they start to work in such next shift. In addition, they shall be granted a ten (10) minute rest period for each two (2) hours worked thereafter.
- F. Wash-Up Time: It is mutually recognized that certain duties require wash-up periods for personal hygiene. The supervisor shall determine which employees shall be granted this time and shall determine the length of time to be granted with the exception of the Department of Public Services where such employees shall receive not more than five (5) minutes wash-up time; provided further an additional five (5) minutes may be granted in the discretion of the City where circumstances warrant.

- G. Shift Premium: Employees assigned to work a shift in which more than half of the shift shall fall in the hours before 6:00 a.m. shall be entitled to an afternoon shift premium of fifty cents (.50) per hour and a midnight shift premium of sixty cents (.60) per hour for the length of time that the employee shall be in such status.
- H. Employees shall exercise shift preference based on the job classification seniority where there is a shift change or a shift vacancy.
- I. The implementation of a policy regarding “flexible time” shall be determined by respective Department Directors, or Elected Officials (Mayor, Clerk, Treasurer) responsible for operations of their office, to be developed with input from bargaining unit representatives. Flexible time shall be defined as the scheduling of employees within such departments to work differing eight (8) hour shifts during the time period identified in Article XV, Section 1(a) or Section 1(c). An employee may work any eight (8) hour period between 6:00 a.m. and 6:00 p.m. on any work day with approval of Department Head.

Section 2.

- A. Overtime: All salaried and hourly rated employees covered by this contract who are required, assigned or scheduled to work in excess of eight (8) hours per day or forty (40) hours per week will be entitled to overtime pay at the rate of time and one-half the normal rate, except Sundays and holidays, which shall be computed at the rate of double time.
- B. All clerical employees covered by this contract who are required, assigned or scheduled to work in excess of eight (8) hours excluding an unpaid lunch period, shall be entitled to overtime pay at the rate of time and one-half of the normal rate, except Sundays, and holidays, which shall be computed at the rate of double time.

Section 3. Nothing in this Article shall be construed as a guarantee of work.

Section 4. The parties recognize and agree that there are occasions when overtime work is necessary and essential and employees requested to perform such work shall accept same. Where an employee agrees to report for overtime work and then fails to report, such absence shall be unexcused unless the employee was unable to work for reasons acceptable to the City.

Section 5.

- A. All City employees shall work overtime upon request and approval of their Departmental Director or his designee. The Department Supervisor within the department in which the overtime is to be worked, by classification and seniority, highest seniority first, shall request employees of each classification necessary to work. Shortages in departmental personnel will be made up by the Department's Supervisor requiring to work employees of the department within which the overtime is to be worked, by classification and seniority, least senior employee first, such numbers of employees in each classification as is necessary to secure a full complement of employees.
- B. In the Department of Public Services (Public Works, Water, and Recreation Maintenance Divisions), the City shall attempt to equalize overtime as nearly as practical among employees holding like job classification within a single departmental division. To achieve this end, the City will maintain an overtime eligibility list, updated on a daily basis. Overtime hours worked or charged will be posted at equivalent hours paid – not hours worked. Whenever overtime is required, the person with the least number of overtime hours in that classification within a single departmental division will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the maximum number of hours of any employee working during that period. On December 31 of each calendar year, the overtime list shall be adjusted back to zero for all employees on such list.
- C. Employees newly entered in a group as a new hire, a transferred or promoted employee, shall be credited with the highest number of hours of the equalization group which he enters. Any discrepancies or inequities in the equalization process shall be remedied by offering the employee the next available overtime, until the discrepancy or inequity has been eliminated. An employee must be qualified to perform the duties of the job classification in order to be eligible for an overtime

call-in to such job classification.

- D. It is understood and agreed that an employee working on a job at the end of a shift upon which job overtime is required that day shall be given the first opportunity to work such overtime, notwithstanding any provisions of this Agreement to the contrary, provided, it is understood that this clause shall not be utilized on any task wherein overtime is a regularly scheduled or recurring event including, but not limited to, leaf pick up, but is to be utilized in sporadic situations to finish a task in progress of estimated limited duration.
- E. Overtime turned down by an employee for any reason shall be charged to that employee at the maximum number of hours of any employee working during that period.
- F. To be charged for overtime hours not worked employees shall be personally contacted for such overtime work by the Supervisor-In-Charge whose word shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.

In the event there is a perceived pattern by bargaining unit members of avoidance of certain overtime in order to secure a more favorable overtime call-in, the city will exercise the Special Conference provisions of Article VI, Section 7.

- G. Employees accepting overtime must accept all hours offered. When overtime is to be scheduled in advance (non-emergency) the available hours each day will be subdivided into blocks of work hours not to exceed eight (8) hours each and to be as nearly equal as possible. However, no block of eight (8) consecutive hours or less will be subdivided. The first eligible employee on the overtime equalization list will be offered the first block of overtime to be worked, etc.
- H. Any employee who is excused from work due to illness, vacation or other paid leave time shall not be eligible to be called for overtime work, without the consent of the City, until that employee returns to work following such absence.
- I. Employees will not be charged for overtime refused in another division unless such employee has agreed to take calls in that division.

- J. The City agrees to give as much notice as possible of required overtime depending upon the situation.
- K. The City agrees to meet with the Union upon request to review the overtime equalization list with the purpose of promoting an equitable program.
- L. Bargaining unit employees shall be offered or called for overtime before any seasonal, temporary or part-time employee works more than eight (8) straight time hours in one day or forty (40) straight time work hours in one work week.
- M. The City may utilize the services of part-time employees for baseball diamond preparations on weekdays and weekends for scheduled activities. If an employee is to be called in for baseball diamond preparation, bargaining unit members shall receive an opportunity for an overtime call-in prior to utilization of part-time employees.
- N. The City may utilize the services of part-time employees at Civic Center I (Arena) during special events, provided one member of the bargaining unit is on duty. The City may utilize part-time employees during functions and special events in Civic Center II (Annex), without having to have any bargaining unit member on duty.

The provisions of this section shall not be construed to preclude the right of the City to utilize part-time employees, to assist bargaining unit employees, in any other instances deemed necessary and appropriate under the terms and conditions of this agreement.

Section 6. Show Up Time: In case full-time employee reports for work at his regular time and is sent home for lack of work, he will be paid for four (4) hours at the rate to which he would be entitled, provided that no prior notice had been afforded him that no work existed.

Section 7. The City shall fix starting and quitting time for all employees, provided that there shall be no change in any individual employee's starting time during a work week once fixed for that work week.

Section 8. Qualified employees requested by the City and required to work in a higher classification shall be paid for all hours worked in such higher classification at the starting rate of the higher classification; provided that should the employee's regular rate be higher than the starting rate of the higher classification, such employee shall be paid at the higher classification increment level

next higher to such employee's regular rate.

Section 9. When it is necessary to work an employee in a higher classification on a day-to-day basis, reasonable preference will be given to the employee in the next lower classification within that same department on the basis of seniority; provided the employee has previously demonstrated the ability to satisfactorily perform the work to be done and shall be paid at the next higher increment. Step-up pay will be paid to an employee working out-of-class when the employee actually assumes and performs the duties and responsibilities of the higher classification.

When an absence occurs due to extended leave of more than thirty (30) days for illness or medical leave, the employee in the next lower classification within the department, by seniority, the senior person first, will be temporarily assigned to fill said position and will be compensated at the next higher increment level during the period of absence.

If a temporary upgrade exceeds six (6) months, employee will be compensated at the next pay increment of the pay grade.

Should the position be filled permanently, employee in temporary assignment, if eligible per Article XI, Section 7, will be promoted retaining the pay rate achieved during temporary assignment and seniority in classification shall be retroactive to initial date of assignment.

Section 10. Supervisors shall be permitted to perform bargaining unit work in the following instances:

- A. In emergency or where regular employees are not readily available.
- B. While supervising, instructing or assisting other City employees.
- C. To do experimental work on a new job.
- D. To fill personnel shortages caused by scheduled Local 2018 bargaining unit employees not reporting to work, and replacements with bargaining unit employees cannot be obtained.
- E. Where the City can demonstrate that such work has been performed by Supervisor.
- F. In all other cases where unit employees are not displaced, and/or laid off.
- G. During normal working hours and not to replace any bargaining unit members on an overtime call-in. If overtime is taken from bargaining unit employee, which can be substantiated, said loss shall be paid.

ARTICLE XVI
CALL IN WORK

Section 1.

- A. 1. In the event any full-time employee is called back into work after leaving the work place from his regularly scheduled work day, the employee shall be guaranteed a minimum of two (2) hours of work or in lieu thereof, two (2) hours of pay at the applicable overtime rate.
- 2. This provision shall not apply in instances of continuous overtime which is in addition to an employee's regular work day.
- 3. If an employee is called in within two (2) hours prior to start of the normal shift for snow removal at the City Hall complex only, said employee shall be paid two (2) hours at applicable overtime rate.
- B. Any employee called in and then released before having worked two (2) hours shall be subject to any other recall that may occur within the same two (2) hour time period.

Section 2. In the event any full-time employee is called into work on Sunday or Holiday, he shall be paid two (2) hours call-in pay or double time for all hours worked, whichever is greater. Call-in pay shall consist of two (2) hours, irrespective of whether or not the employee actually works two (2) hours or less, unless the employee refuses a job assignment within his classification.

Section 3. Any employee who is called in to work out of his classification shall be paid at the rate of the classification at which he will be working unless he is working at a lower classification in which he shall be paid at his regular rate.

Section 4. It is agreed between the parties that overtime is necessary by the very nature of the business in which we are engaged.

ARTICLE XVII
LONGEVITY

Section 1. Longevity pay shall be made a part of the official salary plan and as used in this contract is defined as increments of compensation payable annually, based upon years of service to the city, and shall be paid in addition to compensation provided for any given class of positions.

Section 2. "Longevity Steps" as used in this contract shall be defined as increments of compensation payable upon the completion of five (5) years of service and yearly thereafter, however employees hired after 7/1/2008 longevity steps as used in this contract shall be defined as increments of compensation payable upon the completion of ten (10) years of service and yearly thereafter. Longevity pay steps shall be granted to all City employees covered in this contract in accordance with the following:

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service with the City, however employees who have been hired after 7/1/2008 will be eligible for their first payment upon completion of ten (10) years of service with the City.
- B. The first longevity step shall be fixed at \$100.00 after the first five (5) years of service and succeeding steps to be paid at \$50.00 for each year of service, however employees hired after 7/1/2008 the first longevity step shall be fixed at \$100.00 after the first ten (10) years of service and succeeding steps to be paid at \$50.00 for each year of service.
- C. Any employee who shall become eligible to receive the longevity pay shall receive such longevity increment on the first pay day following the anniversary date on which the said employee became eligible, and in the first pay following the anniversary date of each year thereafter.
- D. Eligibility for longevity shall be calculated upon a basis of continuous employment with the City without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service; provided, however, that the length of such time off shall be deducted from the total length of service, except military leaves, leaves during which employees are

receiving Workers' Compensation, leaves granted to disabled veterans, and 90-day leaves of absence granted because of personal illness or pregnancy in one year shall not be deducted.

- E. Effective July 1, 2011 all longevity payments shall be capped at \$1,000.00.

ARTICLE XVIII

INSURANCE BENEFITS

Section 1.

A. The City shall provide Employees with the option of selecting either Community Blue 12 with attached drug card or Blue Care Network HMO. (Attachment 2). The Co-Pay prescription Drug Rider for all employees shall be as follows: Tier 1A - \$4 copay, Tier 1B - \$15 copay, Tier 2 \$40 copay, Tier 3 - \$80 copay, Tier 4 – 20% coinsurance (Max \$200), Tier 5 – 20% coinsurance (Max \$300). The City has the right to place prescription coverage through another provider.

B. The City shall establish a flexible spending account for each member of the bargaining unit.

C. Health Care – The City will continue to enforce the hard cap methodology consistent with Public Act 152. The Parties agree that the blending formularization to determine the employee's share of the costs will remain in effect as long as the City utilizes the hard cap methodology. Health Care plan employee costs shall be set annually with the total cost of plan above the annual hard cap limit being blended and charged at the same rate per employee regardless of plan (single, family, two person).

D. Any employee who elects to terminate hospitalization and medical insurance coverage shall receive payment of \$4000.00 for single person, \$6000.00 for two person, or \$8,000.00 for family. Upon receipt of written request from any employee, the City will initiate steps to have the insurance carrier reinstate the employee's hospitalization and medical insurance coverage in accordance with the policies of the insurance carrier

concerning reinstatement; however, in that event, the employee will receive a prorated portion. Employee opt-out may be offered in retirement until you start Medicare.

E. A non-duplication of benefits rider will be inserted into City insurance coverage.

F. Employees hired prior to 7/1/2008 Medical and hospitalization insurance as outlined above shall be provided to all retirees and spouses until such retiree or spouse is eligible to receive Medicare. The Employer agrees to continue medical coverage and drug plan benefits for all eligible bargaining unit members hired before 6/30/2016 upon the achievement of full retirement as provided under the collective bargaining agreement. This medical coverage shall be a vested benefit that shall not be terminable during and after the expiration of this Agreement. However the benefit shall end upon a bargaining unit member achieving age sixty-five (65) or Medicare eligibility.

The medical coverage and drug plan provided shall be the equivalent plan or plans of the active health care plan or plans provided to active bargaining unit members, including co-pays, deductibles, co-insurance and any employer deductible deposits, etc.

Any negotiated changes in the collective bargaining agreement shall be applied to the former bargaining unit member/retiree and/or their eligible dependents.

A former bargaining unit member/retiree's health care benefit eligibility shall cease upon the occurrence of attaining age sixty-five (65) and/or achieving Medicare Eligibility.

Bargaining unit members agree to the following health care contributions in retirement.

5% of HMO plan.

If a Retiree relocates beyond the HMO coverage area or chooses to select the PPO option.

20% of PPO plan.

Upon attaining Medicare eligibility, he/she shall receive a \$300 stipend per month and per eligible spouse to a total of \$600.00 per month to purchase Medicare Supplemental insurance, at which point all City obligations shall cease.

Employees hired after 7/1/2008 there will be no insurance benefits during retirement. The City will provide RHSA. The City will contribute 2% per month, the employee will contribute 2% of pay.

G. Upon the death of an employee retiree, such retiree's spouse shall continue being covered under City medical and hospitalization plan until such spouse is eligible to receive Medicare or remarries, whichever event shall first occur. The term "spouse" as used herein shall mean only that person to whom the employee is legally married to on the date the employee retires from active duty with the City of Southgate.

H. Employees retired after January 1, 2019 agree to the following health care contributions in retirement, five percent (5%) of HMO with cap of \$2,500.00. If retiree relocates beyond the HMO coverage area or chooses to elect PPO option, twenty percent (20%) of PPO with cap of \$8,000.00. Employee premium contributions shall cease upon the age of sixty-five (65) or when you start Medicare.

Section 2. Sick and Accident Benefits: The employee shall not be eligible to receive Sickness and Accident Benefits while he is:

1. Eligible for unemployment benefits under any unemployment compensation law, or
2. On layoff except as specifically provided to the contrary in Section 5 of this Article, or
3. On leave of absence except as specifically provided to the contrary in Section 5 of this Article, or
4. Has quit his employment, or
5. Been discharged for cause, or
6. Is receiving Worker's Compensation Benefits, or

7. Is collecting benefits under any other wage continuation program provided by the City such as sick days, it being understood that the employee may elect coverage under one program at a time subject to this Agreement.

Section 3. Life Insurance: The City shall provide a \$25,000.00 Life Insurance Policy for employees.

Section 4. Dental Insurance. Employees hired prior to 7/1/2008 the City will provide the Delta Preferred 80/20 dental coverage with a \$1,500 annual maximum and a \$2,000 lifetime orthodontic benefit for active employees and eligible dependents. Employees hired after 7/1/2008 the City will provide the Delta Preferred Option with \$1,000 annual maximum and \$2,000 lifetime orthodontic benefits for active employees and their eligible dependents, with the following class percentages: Class 1 – 80/20, Class 2 – 70/30, Class 3 - 50/50, Class 4 - 50/50.

Employees hired prior to 7/1/2008 the City shall provide and pay the premiums for an 80/20 Dental Insurance Program with an annual maximum benefit of \$500 for employees who retire after July 1, 1999, and their spouse at the time of retirement.

Section 5. Optical Insurance. The City will provide Blue Cross-Blue Shield 80/20 plan or its equivalent. (Hospitalization/dental – Current plans to be reviewed with Committee representative from each affected bargaining unit, with goal of more cost-effective coverage. Mutual concurrence of City and Committee will be necessary to institute any changes.)

Section 6. General Provisions: The City may, with prior notification to the Union, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this agreement shall be maintained at equivalent levels and the City shall be entitled to receive any dividends, refunds or rebates earned without condition for employee non-contributory insurance.

- A. All benefits shall be subjected to standard provisions set forth in the policy or policies.
- B. Benefits for otherwise eligible new employees shall become effective on the first day following such employee's sixtieth work day, including Saturdays and Sundays, if worked.
- C. Insurance coverage continues only for the balance of the month or until the next

premium is due, whichever is later, where employment and seniority is interrupted by layoffs, discharge, quit, strike, or retirement, except as provided in this Article, or general leave of absence, or any other reason. Provided, further, that an employee on an approved leave of absence shall be permitted to continue coverage at such employee's expense, if permitted by the insurance policy, for a period not to exceed ninety (90) calendar days and such other period as may be approved by the City Council. Provided, further, the City will maintain insurance coverage at its expense for a bargaining unit employee for the first ninety (90) consecutive days of a City approved medical leave of absence, including maternity leaves.

- A. In the event any employee fails or refuses to make timely payments of employee contributed sums necessary to maintain any insurance coverage, such employee coverage shall be terminated.
- B. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates what benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments, the City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance program.
- C. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provided for survivor benefits and there are no eligible survivors, no benefits shall be paid.
- D. The City reserves the right to subrogation and recovery of amounts paid by the City, or its insurance plans, on behalf of a person covered by the City's insurance plans because of an injury in which the person covered by the City's insurance plan is entitled to recovery and is paid damages by another party.
- E. No insurance plan of the City in conjunction with any plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of

the employee's actual loss.

F. All employees shall be required to use direct deposit.

ARTICLE XIX

WORKERS' COMPENSATION

Section 1. Injuries and illness arising out of and in the course of employment will not be deducted from sick leave credits, and an employee shall be paid his regular pay during the period of injury up to one (1) year. The employee may request a further six (6) month extension from the City Administrator or his designated representative which shall not be arbitrarily or unreasonable denied. All workers' compensation checks for this period shall be forwarded and endorsed back to the City.

Section 2. In the event there is a dispute whether a disability arose out of and in the course of employment, the matter will be dealt with in accordance with the Workers' Compensation Laws of the State of Michigan. In the event of any such dispute, the employee shall continue to receive his regular pay for a period of up to one (1) year. The employee may request a further six (6) months extension from the City Administrator or his designated representative which shall not be arbitrarily or unreasonably denied. During this period of dispute, however, an employee shall incur charges against accrued sick, personal and vacation time, in respective order. Once these accrued times have been exhausted, the employee shall continue to be paid until the end of the designated period, provided said employee has executed a form satisfactory to the City, permitting recovery of the excess pay advanced by the City. To avoid hardship on the employee, any such recovery of excess pay shall be made over the same length of time as that in which the excess payments were made.

Section 3. If determined that an employee's disability arose out of and in the course of employment, all sick, personal and vacation time shall be returned to the employee. Any workers' compensation payments made for the period during which the employee was receiving pay under this sub-section shall be forwarded and endorsed back to the City.

Section 4. If determined that an employee's disability did not arise out of and in the course of employment, all sick, personal and vacation time shall not be returned to the employee, and the City shall recover the excess pay in accordance with the form executed by the employee.

Section 5. Retroactive U.S. Government Social Security Administration Disability payments

covering any period for which the City made a differential payment shall be payable to the City to the extent of such differential paid and for the period of the benefit.

Section 6. Otherwise eligible employees returning from Workers' Compensation leave shall return to their former job at their appropriate pay if they are able to perform all the recurring duties of their former job; if the employee is unable to perform all the recurring duties of their classification, they shall be assigned to a classification the recurring duties of which they are able to perform at the rate of the classification to which assigned.

ARTICLE XX

SICK LEAVE

Section 1. Changes to sick leave provisions for employees hired after July 1, 1993. Employees shall be entitled to sick leave with an accrual of one ½ (half) day computed at straight time for each month of service for which he/she is paid or compensated for at least 15 days. Verification will be required for utilization of these five (5) days if more than three (3) are used consecutively.

Section 2. Sick Leave for Employee Hired after 7/1/93:

- A. Employees hired after 7/1/93 may accumulate a maximum of one-hundred (100) sick days.
- B. After one-hundred (100) days of sick leave are accumulated, each employee will receive annually only the amount of sick leave necessary to return the accumulated sick leave to one-hundred (100) days or a maximum of five (5) days per annum, whichever is less.
- C. Upon each request for long-term disability an employee will first use ten (10) accumulated days (5 days must be sick, 5 will be the employees choice), if the employee runs out of time the City will let employees use time from the next year, the City will continue to pay the employee his/her full 40 hour salary for a further period of up to ten (10) work weeks per year. This time will not accumulate and will

reset each January 1st. Once that is exhausted eligible unit employees will be accorded family and medical leave in accordance with provisions of Family Medical Leave Act of 1993, as amended. At the Employer's option, sick, vacation and compensatory banks must be used during an FMLA leave. In no event, however, will an Employee be required to reduce either their sick or vacation bank to less than eighty (80) hours respectively

- D. The City may require the employee to be examined by a City designated doctor periodically during a period of illness.

Section 3. Charge Against Credits: An employee may utilize his sick leave allowance for absences for the following reasons:

A. Sick Leave:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.
2. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
3. Due to illness of a member of the immediate family who requires his personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this Section shall be a spouse, child, or parent.

B. Personal Leave:

1. An employee hired prior to July 1, 1993 may utilize up to five (5) days per year for personal business. Two of these days shall not be charged against sick leave. Personal leave days shall be subject to the approval of the Department Head, or his designated representative, approval will not be unreasonably withheld during the beginning or end of an eight (8) hour work day.
2. These personal days may be used to report to the Veteran's Administration for medical examination or other purposes relating to eligibility for disability pension, or medical treatment.

Section 4. Denial of Sick Leave: An employee absent for one of the reasons mentioned above shall inform his immediate supervisor and failure to do so within one (1) hour after the start of the shift may be the cause for denial or sick leave with pay for the period of the absence.

Section 5. Requirements for Using Sick Leave:

- A. After being three (3) consecutive days absent, the employee may be required by the City to produce evidence in the form of a City authorized medical certificate, of the adequacy of the reason for his absence during the time for which sick leave is granted.
- B. The City will grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days, provided that the City receives a City authorized certificate from a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.), stating how the person is not able to perform functions of position.
- C. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the City for prior approval, and shall be accompanied by a M.D. or D.O.'s certificate supporting said request stating the diagnosis, how it disables the person working, and the approximate period of disability. The City may require further medical reports, from time to time, on all sick leaves in excess of thirty (30) calendar days or may require the employee to be examined by a City designated physician.
- D. If a perceived pattern of sick leave abuse exists, the City may initiate disciplinary action, after compliance with the Special Conference provisions of Article VI, Section 7.

Section 6. Layoffs, Transfers, Etc.: All accumulated and unused sick leave days shall be credited to any employee from a layoff, transferred or certified to another department without break in service, appointed from a re-employment list, or returning from a leave of absence.

Section 6. Exceptions: An employee may not utilize his accumulated sick leave reserve for

absence resulting from an injury arising out of and in the course of employment with an employer other than the City of Southgate.

No employee shall earn sick leave credits while not actively employed by the City. That is to say, employees on layoff or leave of any type, except Military Leave as provided in Article XX, Section 10, shall not earn sick leave credits while not working.

Section 8. Requirement for Additional Annual Leave Days: For the purpose of this Section, an employee who has not had more than a total of twenty (20) days leave without pay or time off without pay during any one year as defined above, shall be deemed to have been employed continuously for the entire year.

Section 11. Holidays During Sick Leave: Sick leave shall be taken upon a five (5) day work week basis. Holidays falling within a period of sick leave shall not be counted as work days.

Section 12. Military Leave: Employees returning to the classified service from a military leave shall be granted sick leave credit for each month spent in military service, not to exceed the number of days the employee would have accumulated had he not been on military leave, and not to exceed a total of twelve (12) such credited days.

Section 9. Payment of Sick Leave Upon Separation: Upon separation from the City service, an employee shall be paid for one-half (1/2) of all unused accumulated sick leave, however, for employees who have worked a minimum of ten (10) years full-time service with the City, said employee shall receive 100% of all unused accumulated sick leave provided:

- A. That the rate of payment shall be based upon the regular annual salary of the employee at the time of separation. If an employee is separated upon the termination of a leave of absence, the rate of payment shall be based upon the employee's regular annual salary which he was receiving at the beginning of his leave of absence.
- B. That at the time of separation, the employee has had at least four (4) years of continuous service with the City. Layoffs, leaves of absence without pay, time off without pay, and suspensions and separations followed by subsequent re-employment shall not be considered as breaks in service, provided, however, that the length of such time off or separation shall be deducted from the total length of service, except that military leaves, leaves granted to disabled veterans due to illness resulting from a

service connected disability, and ninety (90) day leaves of absence granted because of personal illness in any one year shall not be deducted.

Section 10. Death or Retirement of an Employee: If the separation is the result of the retirement or death, the employee or his estate shall receive full payment of all accumulated sick leave. Regarding death, if the deceased has completed two (2) or more years of continuous City service; provided there are heirs and provided further that application for same must be made within ninety (90) days of death, or in the end of the fiscal year, whichever occurs later.

Section 11. Re-employment of an Employee: In the event an employee has been separated and paid for such accumulated sick leave, and subsequently, is re-employed by the City, his subsequent sick leave accumulation shall be calculated as though he were a new employee.

Section 12. Listing of Employee's Sick Time: By means of an annual report, the City shall make available to the Union not later than March 1 of each year, the vacation and sick time of each employee.

Section 13. Sick days, personal days, business days, leaves of any type or description shall neither commence nor end on either the day preceding or following a holiday or a vacation unless approved by the City prior to the scheduled vacation being taken or the observance of the holiday.

Section 14. Sick leave or personal business time shall be taken in minimum increments of one (1) hour only.

Section 15. A current employee may elect to sell back to the City earned but unused sick days, provided that the total sick days paid to any employee shall not exceed ten (10) in a twelve (12) month period, from date of last sell-back, and further, provided that the employee has more than sixty (60) days of sick leave accumulation and the sale does not reduce the accumulated balance below sixty (60) days.

ARTICLE XXI
BEREAVEMENT LEAVE

Section 1.

- A. An employee shall be allowed, without loss of pay, upon request, up to the following number of days per identified category to make preparation for and attend the funeral and burial of an immediate member of his family herein after identified:
1. Up to six (6) days for husband, wife, child, or parent.
 2. Up to four (4) days for brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
 3. Up to three (3) days for son-in-law, daughter-in-law and step-parent.
 4. Up to maximum of six (6) days for simultaneous tragedy involving the death of more than one covered member of immediate family where death is attributable to the same event.
 5. Up to three (3) additional days may be utilized by the employee to attend a funeral more than a 300 mile radius from City.
- B. Funeral leave as prescribed herein shall not be deducted from sick leave credits. Additional days may be granted by the City, but are to be charged against sick leave.

Section 2. If an employee is at work when notified of the death of a member of the employee's "immediate family" as hereinbefore described, the employee shall be granted, upon request, the remainder of the day off without loss of pay.

Section 3. Proof of bereavement shall be required in all cases subject to this Article in order to receive regular pay upon return for time away from the job.

ARTICLE XXII

EDUCATION

The City of Southgate agrees to reimburse eligible certified full-time employees for actual out-of-pocket tuition expenses for employees participating in eligible studies in accredited local schools or colleges, subject to the following eligibility requirements:

1. The employee has received the prior written recommendation and prior written approval of the City Management. The City of Southgate agrees to reimburse eligible certified full-time employees for actual out-of-pocket tuition expenses for employees participating in eligible studies in accredited local schools or colleges, subject to the following eligibility requirements:
 2. Reimbursement shall be paid at the following rates: 1.) local community college tuition shall be reimbursed at 100% of the cost of tuition 2.) Public University tuition shall be reimbursed at 50% of the cost of tuition.
1. Reimbursement shall be made to not more than four (4) eligible employees simultaneously, and
2. Eligible employees must achieve a grade of "C" (70%) or better, and credit if credit is offered, and
3. All courses must meet written criteria established and re-established by the City, and
4. The City reserves the right to refuse any particular college or educational institution, and
6. Grants or Scholarships by the Federal or State Government, Education Institution or other source or whatever description shall be deducted from the City reimbursement program, and
7. Eligible employees claiming reimbursement must prove they actually paid the amount sought to be reimbursed by furnishing specific receipts and employees may make payment arrangements with the City based on need, and
8. To be reimbursed, the courses must relate directly to the work the employee is then performing or another bargaining unit classification and such course must be part of a recognized degree or certificate awarding curriculum, other than a basic course, unless specifically waived by the City, and
9. If the City requires attendance at any particular course of instruction, the City

reserves the right to designate the school or institution.

ARTICLE XXIII

LEAVE OF ABSENCE

Section 1. General Leave of Absence:

- A. A three (3) month leave of absence without pay may be granted by the City, in the discretion of the City, upon reasonable written request.
- B. Upon returning, the employee shall be placed in the same classification that he left, at the prevailing rate of pay.
- C. A longer period of leave of absence may be granted at the request of the employee at the concurrence of the Mayor and City Council. A written request for an extension may be granted at the concurrence of the Mayor and Council.

Section 2. Medical/Maternity Leaves:

- A. Medical leaves requested due to illness or injury including maternity leaves, shall be submitted to the City Administrator and must be accompanied by a Doctor's statement that the employee is unable to work and stating the reason therefore. Such leave must be authorized by either the City Administrator or the Mayor.
- B. Medical and/or Maternity Leaves shall have a duration of up to four (4) months and shall be subject to extensions by the Council with medical proof, upon request by the employee.
- C. All leave requests shall state the exact date on which the leave begins and the estimated date on which the employee is to return to work.
- D. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job, without recourse.
- E. No employee shall return to work prior to expiration of his leave unless otherwise agreed to by the City.
- F. Employees requesting maternity leaves will be permitted to work beyond the sixth (6th) month of pregnancy, upon the employee's written request accompanied by a

statement from her physician certifying her continued physical ability to perform her job.

- G. Employees returning to work, the employee shall have the right to return to the same classification in the same department or unit in which said employee worked at the time the leave was granted, without loss of seniority or benefits as specifically provided for in the Agreement. Employees failing to return to work at the termination of an approved leave or any extension thereof, shall lose seniority and shall be terminated.

Section 3. Military Leave: Any employee certified by the Civil Service Commission and hired by the City when an active member of the National Guard or any reserve unit, and who is called to serve with his unit for any reason, will be compensated by the City while such duty lasts up to and including fourteen (14) days. The employee's seniority will continue while he serves. Amount compensated by the City will be the difference between military and regular pay.

- A. National Guard commitment for single days of training will receive the difference between military and regular pay.
- B. An employee called to serve his country as an active member of the armed forces shall receive credit toward his seniority for the time spent.

Section 4. The City agrees to allow upon request of the employee, and approval of their department head, a one-week voluntary non-paid leave of absence per year. If requested and approved, such a leave of absence shall not infringe upon nor alter said employee's sick, free business, or vacation time, nor will it be counted in assessing qualifications for that employee's bonus vacation days as set forth in Article 20, Section 10. The employee may only take such leave in one-week increments, and the placement of those increments shall be treated as unpaid absences for the purposes of holiday pay. Any further policy changes if necessary, regarding this procedure shall be agreed upon by the Union and the City at a later date.

Section 5. No employee shall be placed upon a leave of absence prior to exhausting all other paid leave programs provided for in this Agreement, with the exception of not more than five (5) paid vacation days, unless the city has given such requesting employee a specific written waiver.

Section 6. Employees failing to return to work following a leave or extension may be subject to termination.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards: Announcements, posting of vacancies, eligibility lists, seniority lists, vacation schedules, shift schedules, job titles, shall be posted in conspicuous places where employees enter or leave the premises. Parties to this contract, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 2. Military Service:

- A. Reinstatement: The City agrees to abide by the Military Selective Service Act of 1967, as amended, and with the Armed Forces Reserve Act of 1952 with respect to employment rights of veterans.
- B. Sick Leave Credit: He shall also be granted "Sick Leave Credits" as outline in article XX.
- C. Vacation Credit: If, upon commencing leave of absence for military service, an employee takes the accrued vacation or receives compensation for accrued vacation time, he shall, upon return from service, receive no vacation credits. An employee may, however, leave accrued vacation time in a bank to be used within one (1) year after his discharge from active military service.

Rollovers From Other Plans

1. The City of Southgate Municipal Employees Retirement System will accept an eligible rollover distribution for the purchase of Military Service Credit, from: (i) an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political

subdivision of a state; (ii) from an individual retirement account or annuity described in Sections 408(a) and 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income; (iii) from a qualified plan described in Sections 401(a) and 403(a) of the Internal Revenue Code including after-tax employee contributions; and, (iv) from an annuity contract described in Section 403(b) of the Internal Revenue Code excluding after-tax contributions. The Retirement System shall provide a separate accounting for any after-tax contributions received, and earnings thereon.

Section 3. Service Credit Computation: For benefit purposes service credit shall be accrued in accordance with the provisions of Article XIV, Sections 5 and 7; Article XVII, Section i (d) and Article XX, Section 1.

Section 4. Jury Duty: Any employee who is called to and reports for jury duty shall be paid by the City for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the City and does not work, an amount equal to the difference between: (1) the employee's regular straight time hourly rate, exclusive of shift, and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work; and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this Section, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who without being summoned, volunteer for jury duty.

Section 5. Access to Premises: The City agrees to permit the representatives of the American Federation of State, County and Municipal Employees, AFL-CIO representatives and officers of the TPOAM 2018, to enter the premises any time during normal working hours for individual discussion of working conditions with employees provided that care is exercised by such designated representatives that they do not interfere with the performance of duties assigned employees.

Such designated representatives shall advise the supervisor prior to entering the premises.

Section 6. Uniforms:

- A. The City agrees to furnish uniforms for all full-time bargaining unit employees, except clerical employees, in the Public Works, Water, and Recreation maintenance divisions of the Department of Public Services; provided, the parties agree that the Uniform program shall be administered in a reasonable and economical manner consistent with the purpose of providing such uniforms. The City agrees to provide uniforms to the Code Enforcement Officer on an annual basis.
- B. Uniforms shall be worn by the bargaining unit employees, without exception, on all working days, and on City business only. Failure to wear uniforms shall result in disciplinary procedures.
- C.
 - 1. The City shall provide Certified Full Time employees with an initial issue of six (6) sets of permanent press uniforms consisting of a shirt and trousers.
 - 2. Uniforms for temporary program employees shall not exceed three (3) sets upon hire.
 - 3. The City shall provide annual, not later than June 1, replacement uniforms consisting of a shirt and trousers not to exceed six (6) sets.
 - 4.
 - (i) The City will make available on the tar truck serviceable protective apparel to be used by the tar sprayer.
 - (ii) The City will provide to requesting vehicle mechanics, and maintain at City expense, coveralls in lieu of uniforms for truck and vehicle mechanics. The substitution to occur at a uniform replacement date. Uniforms shall be turned in prior to substitution replacement.
 - (iii) The City will provide employees working on a Sewer Jet, uniforms which will be specially issued to such employee on the day of the assignment to the vehicle
 - (iv) The City reserves the right to compel the wearing of any item of apparel issued under this subsection.
 - (v) The City shall provide a cleaning service, in lieu of purchasing

uniforms, for the positions of Mechanic and Public Service Worker, only when performing sewer work.

5. When an employee leaves the employ of the City, he must turn in six (6) sets of uniforms, or if a temporary program employee, three (3) sets of uniforms.
- D. Uniforms to be replaced because of wear must be turned in to the City; provided, that the City shall only be obligated to replace uniforms which are not serviceable for the purpose for which issued notwithstanding anything else in this Agreement to the contrary.
- E. Gloves shall be furnished on jobs where necessary, and worn-out gloves shall be turned in prior to the issuance of new gloves.
- F. The laundering and maintenance of uniforms shall be the responsibility of the employee; provided that the laundry and maintenance of City issued coveralls only shall be City responsibility.
- G. Serviceable foul weather gear shall be made available by the City to all necessary personnel in the Public Works, Water, and Parks and Recreation maintenance division of the Department of Public Services. Inspectors in the Building Department shall be furnished boots or rubbers and rain coats.
 1. All gear shall be returned at the end of each work day when used.
 2. All gear shall be hung up to dry in a manner prescribed by the City and in a location designated by the City.
- H. Shoes, other than safety shoes, shall not be worn after the execution of this Agreement in the Department of Public Works, Water, and Recreation maintenance division of the Department of Public Services without written permission of the Department Director; provided that an employee shall have six (6) months from the date of execution of this Agreement to purchase safety shoes.
- I. A Committee of the Department Head and one member to be designated by the Union shall review disputes as to whether or not an employee's uniform is in need of replacement. In the event of disagreement as to whether or not the uniform is serviceable for the purposes for which issued, the third party, whose decision shall be

binding, shall be the City Administrator.

Section 7. Copy of Union Contract: A copy of the Agreement shall be distributed by the City to all municipal employees affected.

Section 8. Job Description: Job descriptions shall be updated by the City and by the Union.

Section 9. Movement of Work: The City agrees that in any movement of work not covered under this Agreement, the movement will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

Section 10. The City will continue its present practice with respect to meals for overtime work for all employees. The City shall provide the meal between the third and fourth hour of overtime and after each additional four (4) continuous hours of continuous overtime within a continuous twenty-four (24) hour period.

Section 11. The parties being mutually desirous of establishing a uniform program dealing with tardiness, hereby agree as follows:

- A. Late employees will be docked one-tenth (1/10th) of an hour for each six (6) minutes late or part thereof; however, employees are not required to work during any docked period unless paid. The employee shall be given a six (6) minute grace period at the beginning of the employee's shift for the purpose of pay docking only. Tardiness beyond the grace period will result in docking from the first minute.
 - 1. Four (4) times late in any consecutive three (3) month period shall receive a counseling report.
 - 2. Five (5) times late in any consecutive three (3) month period shall receive a written warning.
 - 3. Six (6) times late in any consecutive four (4) month period shall be subject to a disciplinary layoff.
 - 4. Seven (7) times late in any consecutive five (5) month period shall be subject to discipline up to and including discharge.

Section 12. Certification: The City agrees that it will pay the cost for continued State Certification of employees as required through educational and/or training programs which are mandatory by State statute and are authorized by the City. Furthermore, if the City requires an

employee to attend any training programs as detailed above, said employee will be compensated at straight time for all hours spent for the actual conference only. The City will reimburse employees attaining CDL (Commercial Driver's License) certificates after the effective date of this Agreement, the difference in cost between a normal operator's license and a CDL for those employees required to have a CDL in order to perform the work of their current classification. The City will also pay for any necessary medical exam from the City doctor or City clinic in connection with CDL licensing for those employees required to have a CDL.

a. Employees that have the following

- i. S4 License \$500 Bonus**
- ii. S3 License \$1,000 Bonus**
- iii. S2 License \$1,500 Bonus**
- iv. S1 License \$2,000 Bonus**

***The City will only pay for the highest license obtained by the first pay of December.
City agrees to work on a mechanical bonus
Bonuses payable the first pay in December**

Section 13. Mileage/Car Allowance: The City agrees to pay a mileage and car allowance of the acceptable IRS rate.

Section 14. Retirement

A. The following represents certain benefits provided by the Southgate Municipal Employees Pension:

- 1. Final Average Salary to be computed See MERS.
- 2. Vested Benefit – deferred retirement ten (10) or more years of service.
- 3. Employees are eligible for retirement as follows:
Twenty-five (25) years of service with a minimum age of 50, or
The date at which the sum of the years of service plus age equal 80 or more.
- 4. For all employees hired after July 1, 1991 there shall be a hard cap set at 70% of base wages after annuity withdrawal effective June 30, 2011.
- 5. For all employees hired after July 1, 1991, the Final Average Compensation for retirement or other purposes will not include vacation and sick leave benefits/payments. For employees hired on July 1, 1991,

and thereafter, the pension multiplier is 2.25%. Effective as soon as the pension system is moved to MERS the employee's pension contribution shall be 10%.

- B. Employer Pick-Up Contributions: There is hereby created an employer "pick-up" program whereby a percentage of employee contributions to the Retirement System shall be paid by the City in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

Member Contributions: Upon implementation, the City shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, a percentage of member contributions required by the Retirement System for all salary earned by the member after implementation. The provisions of this section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amount directly instead of having them paid by the City to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment: Member contributions picked up under the provisions of this section shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such picked up member contributions shall be included in the determination of the member's gross annual salary for all other purposes under federal and state laws. Members' contributions picked up under this section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

- E. The parties agree that the Retirement System consists of a defined benefit plan (commonly referred to as a pension plan) and a defined contribution plan (commonly referred to as an annuity plan) which shall be treated by the parties to this Agreement

and the Board of Trustees of the Retirement System (Retirement Board) as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain the qualified status of the plans under Section 401 (a) or any other applicable section of the Internal Revenue code. The parties will request and cooperate with the Retirement Board to apply for qualified plan status determination letters for each of the plans in the Retirement System. It is agreed that nothing in this Agreement shall result in additional cost to the employees and that, other than additional administrative and processing costs and nominal actuarial costs, this action shall not result in additional costs to the employer or the Pension Trust Fund.

If a member makes such an election, the retirement allowance shall be reduced to reflect the actuarial present value of the withdrawn defined contribution plan amount. Benefits shall be computed by the Retirement Board's actuary so that such an election does not result in any net increase in Retirement System benefits or costs. The amount of the defined contribution plan at the time of retirement shall be the amount used for purposes of computing (reducing) the retirement allowance. The computed reduction will be based upon the mortality table used with other option elections as adopted by the Retirement Board and an interest assumption using the then current 30 year Treasury Rate Average (GATT rate).

This option is only available at time of retirement and commencement of retirement benefits (i.e., regular retirement, disability retirement, receipt of deferred vested retirement benefits). The Retirement Board shall have the authority to establish procedures for the repayment of previously withdrawn defined contribution amounts plus interest in the event a disability retiree is re-examined and found by the Retirement Board to be no longer disabled.

The defined contribution plan and the defined benefit plan together will provide the total retirement benefit payable.

The Retirement Board shall decide any issues with respect to this

matter and shall adopt appropriate policies and procedures to implement this Agreement. Decisions of the Retirement Board shall be final and binding on all parties, subject to applicable collective bargaining provisions.

- F. Effective May 1, 1999, any member who continues in the employ of the City on or after the date he or she acquires fifteen (15) years of credited service, or attains sixty (60) years of age and has ten (10) or more years of credited service, shall be eligible for non-duty benefits in accordance with Section 297.20 (a) and (b) of the Employees Retirement System Ordinance. Additionally, the requirement of disability in subsection (b) is deleted.
- H. Employees upon retirement shall be allowed to withdraw their accumulated contributions or any portion thereof, (with interest), to retirement date. The parties hereto understand that upon such withdrawal, the member's pension shall be reduced by that portion of his retirement allowance which was financed by the member's contribution. The most recent interest rate in the actuarial report published by the Pension Benefit Guaranty Corporation (as determined by the actuary) immediately preceding the member's retirement shall be used to determine the formula to compute the assumed rate of investment return.
- I. All employees hired after July 1, 2011 shall be required to enter a defined contribution retirement system. Operating under section 401(a) of the Internal revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee will be required to contribute a mandatory seven percent (7%) of the employee's base wage, excluding overtime or any other special payments. The City will contribute an amount equal to the employee's contribution of seven percent (7%) of the employee's base wage, excluding overtime or any other special payments
- J. **The parties agree that upon the transfer of retirement system assets from the Southgate Municipal Retirement System to the Municipal Employee's Retirement System of Michigan, the above benefits shall cease to be governed as described above and shall be provided in accordance with the attached document labeled 3A using the MERS column of benefits, the attached document labeled 3B, and the applicable provisions of the MERS Plan Document.**

Section 15. Hours: All hours kept and time counted will be kept in minimum increments of one-quarter (1/4) hour for purposes of hours worked and overtime, except as provided in Article XXIV, Section 11(a).

ARTICLE XXV

WAGES AND SALARY INCREASE

Effective on the date indicated, wage salary schedules shall be adjusted as follows:

July 1, 2022 – 2.5%

July 1, 2023 – 2.0%

July 1, 2024 – 2.0%

July 1, 2025 – 1.5%

ARTICLE XXVI

MECHANICS TOOL ALLOWANCE

Section 1. In recognition of the mechanics requirement to purchase, maintain and secure tools necessary for performing classification work, the City shall pay SEVEN HUNDRED AND FIFTY (\$750) DOLLARS annually to employees in the mechanics classification. Mechanics \$750 tool allowance to be processed and paid through payroll and paid annually on the first pay in January to employees in the mechanics classification.

ARTICLE XXVII

MANAGEMENT RIGHTS CLAUSE

Section 1.

- A. The Union recognizes and supports that the City reserves and retains the right to manage and operate the City's affairs in all respects and as to all matters in connection with such right. All rights, functions, powers and authority which the City has not specifically abridged, delegated or modified by the Agreement, are recognized by the Union as being retained by the City, subject to the Union's right to grieve, which rights include, but are not limited to the right to increase, or decrease

operations of the work force; to determine work schedules; to determine crew sizes; to remove or install machinery or equipment; to introduce new and improved methods and facilities; to regulate the quality and quantity of work; to determine the type of services to be offered; to determine work stations; reasonable departmental work rules (the Union shall have the right to grieve on the reasonableness of the rules); to maintain discipline and efficiency of the employees; to hire, promote, transfer or demote employees; and to contract work; provided however that is should be economically advantageous to the City and feasible for the contracting of such work and further, that the City will discuss with the Union prior to any such contact being issued, the jobs and positions affected by such subcontract, in order to provide for the protection of seniority employees. The City, after consultation with the Union as to the reason therefore, shall have the right to subcontract unit work provided that in so doing the bargaining unit employees of the department or function shall not be laid off.

- B. The Union's right to grieve is as to whether or not the City has exceeded the rights retained herein in terms of express or statutory limitations.

ARTICLE XXVIII

NO STRIKE – NO LOCKOUT

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the bargaining unit take part in a strike.

ARTICLE XXIX

ENTIRE AGREEMENT

It is agreed that this Contract incorporates the sole, only and entire agreement of the parties and that any prior oral agreements, understandings, or practices are superceded by this agreement. It is further agreed that no such oral understandings, agreements, or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this agreement.

ARTICLE XXX

TERM OF CONTRACT

Section 1. Termination: Negotiations for the Contract shall be opened for discussion the first Monday in May 2026.

Section 2. Extension: In the event a contract for that period commencing July 1, 2026 has not been consummated, this contract shall automatically be extended, pending consummation of such new contract, until such new contract is consummated; provided, however, either party may terminate this contract on or after June 30, 2026 by giving the other party notice in writing of such intention to terminate which notice shall take effect thirty (30) days after delivery to the other party.

Such notice shall be transmitted through the U.S. Post Office Department

All other working agreement signed between the City of Southgate and TPOAM Local 2018 are hereby declared null and void.

Section 3. Meter Repair Position: This is only for the meter repair position and will not apply to any positions. The City hereby agrees that it will promote a member of the bargaining group to the meter repair position. This shall be a pay grade five (5) position. The City further agrees that it shall promote a member of the bargaining group to any vacancies created by this promotion.

IN WITNESS WHEREOF this contract has been duly executed by the representatives of the parties herein.

Sonya Bovair, President
TPOAM 2018

Date:_____

Eric Anderson, Vice-President
TPOAM 2018

Date:_____

David LaMontaine
TPOAM

Date:_____

Joseph G. Kuspa, Mayor

Date:_____

Janice M. Ferencz, City Clerk

Date:_____

Dan Marsh
City Administrator

Date:_____

ATTACHMENT 1
AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT

By: _____
Last Name First Name Middle Initial

TO: THE CITY OF SOUTHGATE, MICHIGAN

Effective _____, I hereby authorize you to deduct from my
Month, Day, Year

earnings \$_____ per month or such other amount as TPOAM 2018 may certify as my share of the cost of administration and negotiation of this and succeeding Collective Bargaining Agreements with the City of Southgate. In consideration of the city of Southgate providing this deduction service, I agree to hold the City of Southgate harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due me for any reason, that if further consideration of the City of Southgate providing this deduction service, to seek such refund from TPOAM 2018 at the address provided, and to be provided, by said TPOAM 2018. This Authorization shall remain in effect unless terminated by me upon thirty (30) days prior written notice to TPOAM 2018 and the City of Southgate upon termination of the Agreement or upon termination of my employment.

Employees' Signature

Address

Date