AGREEMENT

Between

CITY OF SOUTHGATE

- and –

TEAMSTERS LOCAL 214

(Administrators)

Effective July 1, 2022

Through

June 30, 2026

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AGREEMENT

This Agreement is made into this 1st day of July 2022, by and between the City of Southgate hereinafter referred to as the "Employer" and Teamsters Local 214 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union."

ARTICLE I

PURPOSE AND INTENT

By the Agreement both parties intend:

Section 1 - Mutual Interest - To provide mutual interest, namely, the operation of the City of Southgate in a manner that will further the economic well-being of the employees covered by the Agreement, and of the City.

Section 2 - Harmony - To promote harmonious relationships between and among members, employees, the City, and the Union.

Section 3 - Wages and Hours - To define rates of pay, wages, hours of employment and other terms and conditions of employment that may be reasonably anticipated and which are to be covered by this Agreement.

Section 4 - Unforeseen Situations - To establish general principles, not in conflict with this Agreement, that are to govern in those situations which subsequently arise but that is not unreasonable to anticipate now by Articles.

ARTICLE II

RECOGNITION

Section 1 - Pursuant to and in accordance with the applicable provisions of Act 379 of Public Acts of 1965, as amended, as well as other applicable federal and state laws and decisions interpreting them, the Employer does hereby recognize the Teamsters Local 214 as the exclusive bargaining representative for the administrative employees of the City of Southgate described in Exhibit A for the purpose of collective bargaining in respects to rate of pay, hours, wages, grievances and other terms and conditions of employment.

Section 2 - During the time of this Agreement, the City agrees that it will not enter into negotiations with any other 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 III

REPRESENTATION

Section 1 - Employees covered by this Agreement shall be represented by one (1) Steward or in his/her absence one (1) Alternate Steward along with one (1) representative from Teamsters Local 214 who may or may not be a member of the bargaining unit.

Section 2 - The names of the Steward and Alternate Steward will be furnished to the Employer and kept up to date by the Union.

ARTICLE IV

UNION SECURITY

Section 1 - Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

Section 2 - All present employees who are members of the bargaining unit on the effective date of this Agreement, shall as a condition of employment become obligated to either join the Union or pay a service fee in an amount equal to that portion of the Union membership dues which is related to the negotiation and Administration of this Agreement. For present employees, this obligation shall commence on the date of execution of this Agreement; for future employees who become members of the bargaining unit, the obligation shall commence on the thirty-first (31) day following their date of entry into the bargaining unit.

Section 3 - The Employer agrees to deduct the Union membership initiation, assessment, and service fees, and once a month, Union dues from the pay of those covered by this Agreement, in accordance with the Constitution of Teamsters Local 214. These deductions shall occur only after the employees covered by this Agreement request, in writing, that such deductions be made.

Section 4 - In the event that a 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.

Section 5 - 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

MANAGEMENT RIGHTS CLAUSE

Section 1 - 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 and re-determine work schedules; to determine and re-determine crew sizes; to remove or install machinery or equipment; to introduce and reintroduce new or improved methods and facilities; to regulate the quality and quantity of work; to maintain discipline and efficiency of the employees; to hire, promote, transfer or demote employees.

Section 2. 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 VI

GRIEVANCE STIPULATIONS

Section 1 - Processing Grievances - All parties shall process grievances as rapidly as practicable.

Section 2 - Grievance Limitations - Grievances, in order to be validly subject to the Grievance Procedure, must be filed within ten (10) calendar days of the event, occurrence, or initial knowledge of the facts giving rise to the grievance of the grievant, except and otherwise agreed upon by the Employer and the bargaining unit.

Section 3 - Grievance Work - The Steward, or in the absence of the Steward, the Alternate Steward shall have the right during work hours without loss of time or pay to contact employees for the purpose of processing, settling, or investigating grievances on behalf of members of the bargaining unit and attend conferences and bargaining sessions concerning bargaining unit members and issues with the knowledge and approval of the City Administrator, or his/her designee. Such approval shall not be unreasonably denied.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1 - The grievance procedure in the contract shall be the sole and exclusive method for resolving differences between the parties during the term of this Agreement. This does not however preclude any member from exercising independent legal rights where appropriate.

Section 2 - Times between steps in the grievance procedure may be waived and or extended by mutual, written agreement of the Employer and Union.

Section 3 - Grievance Steps:

Step 1 Verbal - Any employee who feels he or she has a grievance shall with his or her Steward or Alternate, discuss it with the City Administrator. This request for the discussion shall constitute the filing of the grievance for purposes of this Agreement. If the matter is not resolved by such discussion, the Union must reduce the grievance to writing and submit it to the City Administrator or his/her designated representative within five (5) working days following the date of the discussion.

Step Two Written - Grievances reduced to writing and properly submitted to the City Administrator, or his/her designated representative, must clearly state and describe the nature and basis of the grievance. The Employer reserves the right to request clarification of any aspect of a written Grievance this unclear to it. The Employer shall have ten (10) working days after the receipt of the complying written grievance, to respond to the Union in writing or request a meeting with the business representative of Teamsters Local 214.

In the event that the Union does not reach a settlement or resolution in Step Two of the Grievance Procedure:

The Union may process the grievance to Teamster Local 214's Grievance Panel to determine whether they will notify the Employer within fourteen (14) calendar days of receipt of the City's Step Two response. Once the response has been referred to the Teamsters 214's Grievance Panel, the panel will notify the Employer within sixty (60) days from the Union's notice of the referral, as to whether the grievance will be escalated to arbitration.

Step 3 Arbitration - Grievances to be processed in arbitration will be sent to Federal Mediation and Conciliation Services (FMCS) under its applicable policies, functions, procedures, jurisdiction and rules thereof.

A. Selected Arbitrator - The Arbitrator selected will hear the grievance promptly and will issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions of the grievance submitted.

B. Arbitrator's Authority - The power and function of the Arbitrator stems from this Agreement, and his or her function is to interpret and apply this Agreement, within the constraints stated herein, and to determine whether alleged violations have occurred.

C. The Arbitrator shall have no power to add to, subtract from, or modify any term or terms of this Agreement, nor shall the Arbitrator have any power or authority to make any decisions in violation of this Agreement. Also, the Arbitrator shall have no power or authority to make any decision which would require the Commission of an act prohibited by law or the omission of an act required by law.

D. So long as the decision of the Arbitrator is authorized by this Agreement, it shall be binding on the Employer, Department, Union, and grievant relative to the grievance brought.

E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have received, less any unemployment compensation or compensation for personal services that the employee may have earned, recovered, received, or due. The employee shall submit such verification and relate required by the Employer to permit full compliance with this Section.

F. The decision of the Arbitrator, in any case, shall not require an award of back pay in any case other than the one brought before him or her.

G. The Arbitrator may substitute his or her own judgment for that of the Employer only if he or she finds that the Employer has acted abusively, arbitrarily, capriciously, or discriminatorily.

H. In rendering decisions, the Arbitrator shall give full recognition and deference to the rights, powers, and authority of the Employer as indicated in this Agreement. The Arbitrator's decision shall be consistent with the rights reserved to the Employer by this Agreement.

I. The Arbitrator shall have no power to interpret local, state, or federal law, beyond the confines of this Agreement, nor shall the Arbitrator have the authority to hear matters involving constitutional rights or to tender any section of this Agreement invalid due to some purported breach of any law.

J. Cost of Arbitration - The cost of the Arbitrator's services, including his or her expenses when applicable, shall be borne equally by both parties. Costs as a result of any cancellation of proceedings will be borne by the party responsible for the cancellation, unless the parties mutually agree upon such cancellation. Each party shall be responsible for its own costs and expenses, and no action of one party may bind the other relative to the payment of any costs, fees, or expense.

ARTICLE VIII

DISCIPLINE, 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 most recent 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 the 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.

<u>Section 7:</u> The City shall have the right to promulgate work rules and standards of expected employee conduct.

ARTICLE IX

SPECIAL CONFERENCES

The Employer and the Union agree to meet and confer on matters of interest of dispute upon the written request of either party. Such requests shall state the nature of the matter(s) to be discussed. Discussion shall be limited to the issues set forth in the request, unless it is mutually agree to include other items. Such discussions shall not be used to renegotiate the terms and conditions of this Agreement. However, this provision does not prevent the parties from agreeing to various understandings and reducing such to writing. The special conferences shall be scheduled within ten (10) business days of the receipt of a party's request for such a conference, at a time and place mutually agreed upon. Each party may be represented at a special conference by not more than three (3) participants of their choosing with the limitation that such participants have something substantive to contribute to the conference. The ten (10) day period for scheduling the conference may be extended or reduced, by mutual agreement of the parties.

ARTICLE X

SAFETY AND HEALTH

Section 1 - Matters concerning health and safety shall be proper subjects for Special Conference. If the matter is not adjusted satisfactorily, a grievance may be processed through the Grievance Procedure.

Section 2 - Flu shots shall be made available by the City to each individual at least once a year. Hepatitis shots will be made available to any bargaining unit employee upon the recommendation of a physician.

ARTICLE XI

SENIORITY

Section 1 - Definition - For purposes of this Agreement, seniority is defined as the length of service with the Employer. The rights attendant to seniority are specified in this Agreement.

Section 2 - Loss of Seniority - An employee shall lose seniority for the following reasons only:

A person may lose seniority if discharged for just cause and the discharge is not reviewed through the Grievance Procedure.

Does not return at the expiration of a leave of absence.

The Employee resigns or retires.

The employee is laid off for three (3) years.

The Employer does not return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE XII

LEAVES OF ABSENCE

Section 1 - Leaves of Absences - Leaves of Absences shall be without pay unless specified otherwise.

a. Seniority shall accumulate during approved leave of absence.

b. Leaves of absence may be requested for the following reasons.

c. Pursuant to Family Medical Leave Act (FMLA).

d. Service in the National Guard or the Armed Forces Reserves.

e. Compelling personal reasons.

Section 2 - All leave requests must be in writing, and must be submitted to the City Administrator. Leaves shall not be unreasonably denied nor shall they be unreasonably requested.

ARTICLE XIII

MILITARY LEAVE

Section 1 - The Employer and the Union recognize that the matter of a leave of absence for an employee during the period of his military service is controlled by the applicable universal Military Training and Service Act, as amended, and is interpreted by decisions of the courts and regulation of the Administrative Agency administering any applicable act. Whenever an employee goes on a temporary leave (example: two (2) weeks duty) and does not use any accumulated banked time (vacations, compensatory time), the turn into the Employer a statement of earnings provided by the military pay and the pay provided in this Agreement Quarter Allowance and mileage shall not be considered as military wages earned.

Section 2 - Should an employee be called into permanent active duty without a specified date of return, such as a conflict of war, and that employee wishes to remain on the Employer payroll, they may at their option use any accumulated banked time (vacation, compensatory time) to remain on the payroll until it has been exhausted. The said employee shall be entitled only to such benefits as are provided for in the Universal Military Training and Service Act, as amended.

ARTICLE XIV

NATIONAL GUARD LEAVE

Section 1 - Employees who are members of the National Guard, Reserves, etc., shall be granted automatic leave of absence for the purpose of attending active duty training. (a maximum of two (2) consecutive weeks active duty training per year) further, all other provisions of Article XII Military Leave shall apply.

ARTICLE XV

HOURS OF WORK

Section 1- Work Schedule -. The normal work schedule for employees shall be five (5) consecutive working days per week, Monday through Friday.

Section 2 - Work Days. All work days shall be eight (8) straight hours including one (1) hour of unpaid lunch. There will be no split shifts, unless circumstances require. Also, any time taken off with pay by the employee will be considered as time worked for purposes of other Sections of this Agreement.

Section 3 - Overtime - The Union recognizes that members of the bargaining unit are salaried employees, and that overtime, in the traditional sense, is not a concept applicable to the positions covered by this Agreement. However, the Employer recognizes that there may be instances when employees will have to work beyond a normal five (5) day or forty (40) hour work week. In recognition of this, each employee will be granted an additional forty (40) hours per year of free business.

ARTICLE XVI

LAYOFFS AND RECALL

Section 1 - Layoff shall mean the separation of an employee from his/her position for lack of work or lack of funds.

Section 2 - In the event of a layoff employees and the Union's Business Representative shall be notified in writing fourteen (14) calendar days in advance of the layoff. If the employee is unavailable, notice shall be made by certified mail.

Section 3 - In the event work or funds become available employees will be recalled to their positions.

Section 4 - In the event of a recall, employees to be recalled and the Union's Business representative will be notified in writing. Employees will be notified by certified mail.

Section 5 - Employees recalled from layoff shall be restored to full status with full seniority from last date of hire and full benefit, including any increments or pay raises he/she would have received had he/she been working.

ARTICLE XVII

HOLIDAYS

Section 1 - Holidays with pay at the regular rate shall be as follows:

New Year's Day; Martin Luther King Day; Presidents Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day and the day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; Juneteenth; ½ day on December 23.

Section 2 - Should any of the above-listed holidays fall upon a Saturday, then Friday, all day, shall be a day off. 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. When a holiday falls on Sunday and is to be taken on Monday which is also a holiday, the day or days off will be advanced to the next secular day as required.

Section 3 - An employee must work the full day before and a full day after a holiday to be compensated for the holiday. The employee may receive permission to be off work from the City Administrator, but only upon one day's 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 City. An employee who may be requested to work on a holiday and who 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, if applicable.

ARTICLE XVIII

ANNUAL VACATION

Section 1 - Eligibility and Amount: Vacation shall be earned based upon the calendar year. Vacation earned in the first calendar year of employment is to be taken during the following calendar year and so on during the tenure of employment. Employees of the City will earn credit toward vacation with pay in accordance with the following schedule:

Start - One (1) working day of vacation for each month of service up to a maximum of twelve (12) working days.

2 years but less than 4 years - thirteen (13) working days of vacation.

4 years - Fourteen (14) working days of vacation.

5 years - Fifteen (15) working days of vacation.

6years - Sixteen (16) working days of vacation.

7 years - Seventeen (17) working days of vacation.

8 years - Eighteen (18) working days of vacation.

9 years - Nineteen (19) working days of vacation.

10 years - Twenty (20) working days of vacation.

11 years - Twenty-One (21) working days of vacation.

12 years - Twenty-Two (22) working days of vacation.

13 years - Twenty-Three (23) working days of vacation.

14 years - Twenty-Four (24) working days of vacation.

15 years - Twenty-Five (25) working days of vacation.

16 years - Twenty-Six (26) working days of vacation.

17 years - Twenty-Seven (27) working days of vacation.

18 years - Twenty-Eight (28) working days of vacation.

19 years - Twenty-Nine (29) working days of vacation.

20 years - Thirty (30) working days of vacation.

21 years - Thirty-One (31) working days of vacation.

22 years - Thirty-Two (32 working days of vacation.

Section 2 - Responsibility for Scheduling Vacations - It shall be the responsibility of each employee to make his request for vacation time. Vacations shall be submitted to the City Administrator.

A. The accumulation of earned vacation days shall not exceed 2 years or 50 days whichever is greater, as of December 31 each year.

Section 3 - Holidays During Vacation - Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.

Section 4 - Listing of Vacation Schedules - The City shall provide each employee with the amount of vacations time earned during the previous year. Allowances will be made for extended leaves of absence for whatever cause, except duty incurred disability, by deduction of one (1) day 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. For employees hired before July 1, 2008 there will be a maximum of thirty-two (32) vacation days. For employees hired after July 1, 2008 vacation days will be twenty-five (25) days.

Section 5 - 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 charged as vacation days as follows:

Any emergency room charges.

Any and all days admitted as a patient in a hospital.

Any and all non-hospitalized days in which a physician certifies 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 6 - Credit will be earned only for those months in which an employee works at least fifteen (15) full days per month. A vacation day shall, for purposes of this section only, count as a day worked. Unused, non-accrued vacation days shall be forfeited.

ARTICLE XIX

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. In the event of termination of employment with the City for any cause, longevity earned shall be pro-rated at the time of severance.

F. Effective July 1, 2010 all longevity payments shall be capped at $1,000.00 per annum.

G. Employees hired after 1/1/2018 will no longer receive longevity pay.

ARTICLE XX

HOSPITALIZATION AND SICK 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 6/30/2008 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 City will pay the premiums to provide for Medicare complementary coverage. 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 BCN HMO coverage area or chooses to elect PPO option, twenty percent (20%) of CB 12 with cap of $8,000.00. Employee premium contributions shall cease upon the age of sixty-five (65) or when you start Medicare.

<u>Section 5</u> - Dental - Employees hired prior to 7/1/2008 the City will provide Delta Preferred with 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 and retired after 7/1/1999 the City shall provide and pay the premiums for an 80/20 Dental Insurance Program with an annual maximum benefit of $500.

Section 6 - A non-duplication of benefits rider will be inserted into the City insurance coverage.

Section 7 - To be eligible for either sickness or accident benefits, an employee must have: Achieved seniority and be working full-time. Become wholly and continuously disabled. Be under a doctor's care and furnish evidence of same upon request.

Furnish the insurer with satisfactory proof of disability upon request.

Section 8. - Benefits shall commence only in accordance with the schedule hereinafter set forth: For an accident, benefits start on the first complete day of disability. For illness, benefits start on the eighth day of disability unless an employee is confined to a hospital for five (5) consecutive days or more, whereupon benefits shall be retroactive to the first full day of such hospitalization. For purposes of this Article, an employee is confined to a hospital only if confinement is for at least eighteen (18) consecutive hours or if the hospital makes a room and board charge.

Section 9 - After ten (10) accumulated days are used (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 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 the 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 banks to less than eighty (80) hours respectively.

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

Section 10 - The City shall provide a THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS life insurance policy for employees.

Section 11 - The insurer has the right to have the employee examined at its expense while a Sickness and Accident Claim is pending or being paid. The City, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

Section 12 - The employee shall not be eligible to receive Sickness and Accident Benefits while he is; Eligible for unemployment benefits under any unemployment compensation law, or On layoff except as specifically provided to the contrary in Section 9 of this Article, or On leave of absence except as specifically provided to the contrary in Section 9 of this Article, or Has quit his employment, or Has been discharged for cause, or Is receiving Workers' Compensation Benefits, or 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 (I) program at a time subject to this Agreement.

Section 13 - 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. All benefits shall be subject to standard provisions set forth in the policy or policies. Benefits for otherwise eligible new employees shall become effective on the first day following such employee's sixtieth (60th) work day, including Saturdays and Sundays, if worked.

When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence other than maternity leave, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the 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 governmentally sponsored insurance programs.

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 provides for survivor benefits and there is no eligible survivors, no benefits shall be paid.

<u>Section 14 - Job Incurred Injury:</u> The City agrees that any employee injured on the job and under a doctor's care will not be charged time off from his sick leave reserve. The

City agrees to pay the employee the difference between his regular net pay and the Workers' Compensation benefits; provided that no employee shall be entitled to more than 100% of his regular take-home pay excluding premiums for one year.

Section 15 - General Provisions Are Hereby Modified - 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. Except for no-fault benefits under a policy of automobile insurance, the City shall not be entitled to any monies paid to the employee under the terms of an insurance policy paid for by the employee.

ARTICLE XXI

SICK LEAVE

Section 1- Every employee shall be entitled to sick leave with full pay of one (1) day computed at straight time for each month of service in which he worked at least fifteen (15) full days per month. For purposes of this Article, one (1) month of service, as hereinabove set forth, shall provide sick leave credit for that month.

> Sick time shall be permitted to be used due to the personal illness, sickness, or physical incapacity of the employee, or an illness or injury to a member of the employee's immediate family, including a child or spouse.

Section 2 - Accumulation of Sick Leave -Unused sick leave shall be accumulated without limit at the above rate.

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

A. Sick Leave Allowances

Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.

Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty.

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 may utilize up to five (5) days per year for personal business. Personal leave days shall be subject to the approval of the Department Head or his designated representative.

Section 4 - Denial of Sick Leave - An employee absent for one of the reasons mentioned above shall inform his department head and failure to do so within two (2) hours after the start of the shift may be the cause for denial of sick leave with pay for the period of the absence.

Section 5 - Requirements for Using Sick Leave:

After being absent three (3) consecutive days, the employee, if requested to provide the City written evidence, in the form of a medical certificate of physician's report, verifying that the employee was absent from work due to an illness of a nature that the employee could not have performed the normal duties and responsibilities of his or her job.

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 certificate of incapacity to work from a recognized physician.

All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the City for prior approval, and shall be accompanied by a physician's certificate supporting said request. The City reserves the right to require medical examination from a City designated physician and may require further medical reports from time to time, on all sick leaves in excess of thirty (30) calendar days.

<u>Section 6 - Layoffs. Transfers, Etc.-All</u> accumulated and unused sick leave days shall be credited to any employee as of the date of layoff upon recall 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.

<u>Section 7 - Exceptions</u> - 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; provided that 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, shall not earn sick leave credits while not working.

<u>Section 8 - Holidays during Sick Leave</u> - Sick leave shall be taken upon a five (5) day workweek basis. Holidays falling within a period of sick leave shall not be counted as work days, nor shall such holidays be paid.

Section 9 - Payment of Sick Leave upon Separation: Upon separation from the City's service, an employee shall be paid all unused accumulated sick leave, provided:

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.

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, approved time off without pay, and suspensions shall not be considered as breaks in service.

Section 10 - Death or Retirement of an Employee - If the separation is the result of the employee's death, retirement, or permanent layoff (should such laid off person have more than fifteen (15) year of City service), the employee or his estate shall receive full payment of all accumulated sick leave if the deceased or retired employee 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 thirty (30) days of death or retirement or in the end of the fiscal year, whichever occurs last.

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 Steward not later than March 1 of each year, the vacation and sick time of each employee.

<u>Section 13 -</u> Sick days, personal days, business days or 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 Administrator or Department Head prior to the scheduled vacation being taken or the observance of the holiday.

<u>Section 14 -</u> 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 60 days.

ARTICLE XXII

BEREAVEMENT

<u>Section 1 -</u> 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 hereinafter identified:

Up to six (6) days for husband, wife, child, or parent. Up to four (4) days for brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. Up to three (3) days for daughter-in-law, son-in-law or step parent. Up to a 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. Up to three (3) additional days may be utilized by the employee to attend a funeral more than a 300 mile radius. Funeral leave as prescribed here 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 he 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 XXIII

JURY DUTY

Section 1 - 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:

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 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 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, volunteers for jury duty.

ARTICLE XXIV

EDUCATION

Section 1 - 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:

> 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:
> 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.

and Reimbursement shall be made to not more than four (4) eligible employees simultaneously, and Eligible employees must achieve a grade of "C" (70 %) or better, and credit if credit is offered, and All courses must meet written criteria established and reestablished by the City, and The City reserves the right to refuse any particular college or educational institution, and Grants or Scholarships by the Federal or State Government, Education Institution or other source of whatever description shall be deducted from the City reimbursement program, and 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 To be reimbursed, the courses must relate directly to the work the employee Is then per forming or City work of a higher classification for the City, 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 If the City requires attendance at any particular course of instruction, the City reserves the right to designate the school or institution.

ARTICLE XXV

PENSION

Section 1 - Pension benefits for members will be computed as follows:

A. Annual Amount - The following represents certain benefits provided by the Southgate Municipal Employees Pension/or as the Charter Provides:

Vested Benefit: Ten (10) or more years of service.

FAC: Highest three (3) years out of last ten (10) years.

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. For all employees hired after July 1, 1991 but before July 1, 2008, the pension multiplier is 2.25%. The employee Pension Contribution is 10%. For employees hired after July 1, 2008 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. In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

Section 2 - For the purposes of computation of the Final Average Compensation for retirement or other purposes, for employees employed by the employer on or after June 30, 1991, and for all other employees subsequently employed, the Final Average Compensation for retirement or other purposes will not include vacation and sick leave benefits/payouts. For all current and future members there will be a hard cap at 70% of base after annuity withdrawal.

Section 3 - 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 the 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.

Section 4 - 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.

Section 5 - 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 provision 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 by the City to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Section 6 - 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.

Section 7 - 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 of 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.

Rollovers from Other Plans

1. The City of Southgate 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 9 - Non-Duty Death Benefits: 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.

Section 10 - 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 C1 using the MERS column of benefits, the attached document labeled C2, and the applicable provisions of the MERS Plan Document.

ARTICLE XXVI

MILEAGE

The employee will be reimbursed for miles driven in his or her own vehicle on City Business at the IRS rate for the year the mileage is driven. The payment shall be made with each regular pay check.

ARTICLE XXVII

SALARY SCHEDULE

New Wage Scale Attached
July 1, 2022 - 3% increase to pay scale
July 1, 2023 - 2% increase to pay scale
July 1, 2024 - 2% increase to pay scale
July 1, 2026 – 1.5% increase to pay scale

As of July 1, 2018 there will be no on call payment. Further consideration, for an additional adjustment in salary (based on merit) within the range of amounts authorized by City Council will be at the discretion of the Mayor.

ARTICLE XXVIII

NON--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 XXIX

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 is a member to cause, nor will any member of the bargaining unit take part in a strike or sympathy strike including the respecting of a picket line by another bargaining unit.

ARTICLE XXX

ENTIRE AGREEMENT

Section 1 - 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 superseded by this Agreement. It is further agreed that no such oral understandings, agreement or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

Section 2 - 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 shall 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 XXXI

TERM OF CONTRACT

Section 1 - Termination - The contract shall remain in full force and in effect from July 1, 2022 and continue in full force and effect until June 30, 2026.

Section 2. Extension - In the event notice to modify has been given and a contract has not been consummated, this contract shall automatically be extended, pending consummation of such new contract, until such new contract is consummated.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives this ______ day of ____________, 2022.
WITNESSES:

____
Julie Goddard, Chairman

____
Dwight Thomas, Teamsters 214

____
Mayor Joseph G. Kuspa

____
Janice Ferencz, City Clerk

____
Daniel Marsh, City Administrator

EXHIBIT A

Building Inspections Director
Administrative Assistant
Director of Public Services and Facilitates Director
Police Records Coordinator
Parks & Recreation Director
Recreations Program Coordinator
IT Director

Police Records Coordinator – Red Circle; upon the vacancy of the police records coordinator position the parties agree it will no longer be covered by the bargaining unit.

EXHIBIT B

The City shall have the right to place an employee at a grade and step at its discretion. The City may not lower the grade of an employee.

Grade Scale	New Starting	Year 1	Year 3	Year 5	Year 7	Year 10
1	$ 38,625.00	$ 39,590.63	$ 40,580.39	$ 41,594.90	$ 42,842.75	$ 44,128.03
2	$ 41,200.00	$ 42,230.00	$ 43,285.75	$ 44,367.89	$ 45,698.93	$ 47,069.90
3	$ 46,350.00	$ 47,508.75	$ 48,696.47	$ 49,913.88	$ 51,411.30	$ 52,953.64
4	$ 48,925.00	$ 50,148.13	$ 51,401.83	$ 52,686.87	$ 54,267.48	$ 55,895.50
5	$ 51,500.00	$ 52,787.50	$ 54,107.19	$ 55,459.87	$ 57,123.66	$ 58,837.37
6	$ 54,075.00	$ 55,426.88	$ 56,812.55	$ 58,232.86	$ 59,979.85	$ 61,779.24
7	$ 56,650.00	$ 58,066.25	$ 59,517.91	$ 61,005.85	$ 62,836.03	$ 64,721.11
8	$ 59,225.00	$ 60,705.63	$ 62,223.27	$ 63,778.85	$ 65,692.21	$ 67,662.98
9	$ 61,800.00	$ 63,345.00	$ 64,928.63	$ 66,551.84	$ 68,548.40	$ 70,604.85
10	$ 64,375.00	$ 65,984.38	$ 67,633.98	$ 69,324.83	$ 71,404.58	$ 73,546.72
11	$ 66,950.00	$ 68,623.75	$ 70,339.34	$ 72,097.83	$ 74,260.76	$ 76,488.59
12	$ 69,525.00	$ 71,263.13	$ 73,044.70	$ 74,870.82	$ 77,116.95	$ 79,430.45
13	$ 72,100.00	$ 73,902.50	$ 75,750.06	$ 77,643.81	$ 79,973.13	$ 82,372.32
14	$ 74,675.00	$ 76,541.88	$ 78,455.42	$ 80,416.81	$ 82,829.31	$ 85,314.19
15	$ 77,250.00	$ 79,181.25	$ 81,160.78	$ 83,189.80	$ 85,685.49	$ 88,256.06
16	$ 82,400.00	$ 84,460.00	$ 86,571.50	$ 88,735.79	$ 91,397.86	$ 94,139.80
17	$ 87,550.00	$ 89,738.75	$ 91,982.22	$ 94,281.77	$ 97,110.23	$ 100,023.53
18	$ 92,700.00	$ 95,017.50	$ 97,392.94	$ 99,827.76	$ 102,822.59	$ 105,907.27
19	$ 97,850.00	$ 100,296.25	$ 102,803.66	$ 105,373.75	$ 108,534.96	$ 111,791.01
20	$ 103,000.00	$ 105,575.00	$ 108,214.38	$ 110,919.73	$ 114,247.33	$ 117,674.75

Position	Grade Scale Range	Current Level	Current Year
Recreation Program Coordinator	1-3	1	Starting

Police Records Coordinator	1-3	1	Year 10
Administrator Assistant	2-4	3	Year 10
Recreation Director	7-12	7	Year 4
Building Director	7-12	10	Year 3
DPW Director	12-16	14	Starting
IT Director	14-16	15	Starting