

**AGREEMENT BETWEEN THE
CITY OF SAGINAW**



AND THE

SEIU LOCAL 517-M

**PART – TIME EMPLOYEE
BARGAINING UNIT**

Effective JULY 1, 2011 through June 30, 2014

TABLE OF CONTENTS
Part-Time Employee Bargaining Unit

<u>Article</u>	<u>Page</u>
Agreement	1
Preamble	1
1. Recognition	1
2. Union Rights	1
3. Management Rights	2
4. Dues and Deductions	3
5. Union Activities	3
6. Layoffs and Recall	4
7. Seniority	5
8. Procedures for Filling Vacancies	6
9. Grievance Procedure	7
10. Hours of Work	8
11. Compensation and Benefits	9
12. Miscellaneous	12
13. Disciplinary Procedures	14
14. Duration and Agreement	17

Appendix A Regular Scheduled Part-time To Full-time Phase-in Plan (New)

Agreement

THIS AGREEMENT, entered into this 1st day of July, 2011, between the City of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" or "City" and Local 517-M of the Service Employees International Union, Part-time Employees, hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

Preamble

THIS AGREEMENT, entered into by the City and the Union has as its purpose the establishment of specified conditions of employment.

Article 1 **Recognition**

It is the purpose and intent of the Union and the Employer in entering into this agreement to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations between the City of Saginaw and its part-time employees for the efficient and continuous operation of the City of Saginaw.

Article 2 **Union Rights**

For the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work, and other terms and conditions of employment, the City recognizes the Union as the exclusive representative and agent for all part-time employees employed by the City of Saginaw, excluding full-time employees, supervisors, casual employees, agency seasonal and temporary employees as defined by the Act, as certified by Michigan Employment Relations Commission, (herein after referred to as M.E.R.C.).

The term "employee" as used in this Agreement shall mean any employee within the bargaining unit as described in the recognition article. The term "Employer" or "City" as used in this Agreement shall mean the City of Saginaw or its designated representative(s), including those specifically designated in this Agreement. The term "Union" as used in this Agreement shall mean Local 517-M, Service Employees International Union.

- L. To discipline and discharge employees for just cause;
- M. To adopt, revise, and enforce work rules and carry out cost and general improvement programs;
- N. To transfer, promote, and demote employees from one classification or shift to another;
- O. To select employees for promotion or transfer to other positions and to determine the qualifications and competency of employees to perform available work.

Article 4 **Dues and Deductions**

Each employee who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment to pay to the Union each month a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be an appropriate amount set by the Union, but shall in no event be greater than Union dues.

During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Office of Employee Services, the Employer will deduct from their pay each month the monthly Union dues as designated to the Office of Employee Services by the financial secretary of the Union and shall promptly remit any and all amounts so deducted to the financial secretary of the Union.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this article.

Article 5 **Union Activities**

Section 5.1 Grievance and Bargaining Committee Defined

All employees covered by this Agreement shall be represented by a Chief Steward plus one steward per classification who shall be elected by and be members of the bargaining unit. Stewards shall have alternates as determined by the Union. The Union retains the right to choose the location of the stewards.

Section 6.4 The Chief Steward shall be placed at the top of the seniority list during the terms of their office for layoff and recall purposes only. In the event layoffs extend to their positions, they shall be laid off in accordance with their respective bargaining unit offices as determined by the Union and in accordance with the needs of the City of Saginaw.

Section 6.5 The union shall be notified of the number of employees to be laid off as soon as practically possible but no less than seven (7) days before the effective date of layoff.

Section 6.6 Employees shall retain their right to recall for a period of twenty-four (24) months following the date of layoff. There shall be no accrual of seniority or other benefits while on layoff.

Section 6.7 Employees may only be recalled to a classification from which they were laid off.

Section 6.8 Layoff Benefits

The City of Saginaw shall remain a subject employer under the Michigan Employment Security Commission rules and regulations unless otherwise negotiated with the Union or unless otherwise required by statute.

Article 7
Seniority

Employees shall acquire bargaining unit seniority as of their original date of hire into a position covered by this agreement. Classification seniority shall accrue from the date of hire into a specific classification and shall be subordinate to bargaining unit seniority in instances of layoff and recall.

The Union shall be notified of employees hired into bargaining unit positions.

An employee's seniority shall be considered continuous except when they voluntarily resign, are discharged for cause, laid off, or absent from work as scheduled for three (3) consecutive days without notice to the Employer.

Bargaining unit seniority shall be the length of employment within the bargaining unit commencing with the original date of hire, less any time spent in a position outside of the bargaining unit.

Seniority does not accrue during approved leaves of absence in excess of thirty (30) days.

Article 9 **Grievance Procedure**

Section 9.1 The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. A "grievance" shall mean a specific charge by an employee or group of employees, based upon an event, condition, or circumstances under which an employee works, that a provision of this Agreement has been violated or misinterpreted:

Section 9.2 Presentation of Grievance

Step 1. In the event an employee has a grievance, they and/or the Union representative shall present the grievance to the Department and Division Head in writing, within seven (7) calendar days after the event giving rise to the grievance or within seven (7) calendar days after he/she should have reasonably become aware of it. In no case shall the time exceed thirty (30) days from the date of occurrence of the event. The grievance shall be on forms supplied by the employer. The Department and Division Head will meet with the grievant and their representative and make every effort to resolve the grievance immediately, but must provide an answer within seven (7) calendar days following the presentation by the grievant and/or Union representative.

The employer shall have the right to return a grievance to the aggrieved in the event it does not contain any of the following: (1) event, condition, or circumstances giving rise to the grievance; (2) the provision(s) of the Agreement allegedly violated or misinterpreted; (3) the relief requested; (4) the signature of the employee. The employee shall then have seven (7) calendar days within which to resubmit the corrected grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be presented in writing to the City Manager or their designated representative within seven (7) calendar days of the Department and Division Head's response in Step 1. Within seven (7) calendar days after the receipt of the grievance, the City Manager or designated representative shall meet with the aggrieved and/or Union representative. The City Manager or designated representative shall give their written answer within seven (7) calendar days following that meeting.

Step 3. If the grievance is not resolved at Step 2 and the Union desires to request a Mediation hearing, they must notify MERC, and the City in writing, of their desire for a mediation hearing within forty (40) working days from the date they receive the Step 2 response from the City. In the event no request is made by the Union within the specified time period, the Step 2 response from the City will be considered final.

Once requested by the Union, the Mediator will notify the Union and the City of availability dates for a hearing. The Union and the City will mutually agree on a

Article 11
Compensation and Benefits

Section 11.1 Wages

Employees covered by this Agreement shall be compensated according to the following schedule:

<u>Part-time classifications:</u>	<u>Wages</u>
Clerical	\$8.50
Laborer	\$8.50
Skilled Clerical	\$11.00
Skilled Laborer	\$11.00

All Employees shall be paid biweekly.

An annual adjustment of .25 cents will be effective each fiscal year on July 1 for the term of this agreement.

Employees of this bargaining unit are not entitled to any other benefits, except as specifically provided for herein.

Section 11.2 Personal Time Off (PTO)

All bargaining unit members shall accrue personal leave time at 6 PTO days per year. It is the intent of personal leave time to accumulate in a bank for use if, an employee becomes ill and cannot work or for their own personal use.

- A. Personal Time Off Requests: Personal time off requests for non-illness of more than one day must be made two weeks prior to the planned time off. Requests for one day or less must be made at least 24 hours in advance. Prior approvals will be waived in cases of an emergency.
- B. Personal Time Off for Illness: Employees will notify their supervisor or other designated person in their department of their inability to work due to illness or other medical reason before their normal starting time for work. Such reporting of inability to work shall be made each day during the employee's illness, except when the employee is under the care of a medical facility and the reporting requirement, has been waived by the department head Unless the supervisor has been properly notified, no personal time off will be approved.
- C. Illness While at Work: When an employee becomes ill at work and does not feel

Section 11.6 Holidays

Employee shall be paid their rate for normal scheduled allotted daily hours for the following three (3) holidays and in no event shall a paid holiday exceed the employees weekly scheduled hours.

New Years Day
Thanksgiving Day
Christmas Day

Section 11.7 Jury Duty

An employee who is summoned and reports for jury duty, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that day, and the daily jury duty fee paid by the courts for each day on which the employee reports for, or performs jury duty, and on which they otherwise would have been scheduled to work for the employer.

Michigan Public Act 234 of 1982 specifies that an employee serving on jury duty is not required to work any number of hours during a day which, if added to the number of hours spent on jury duty, exceed the number of hours normally/customarily worked or extends beyond the normal/customary quitting time of the employee's assigned schedule, unless voluntarily agreed to by the employee.

It shall be the responsibility of an employee called for jury duty to promptly notify his/her immediate supervisor and provide a copy of the court summons so that arrangements may be made in advance for the employee's absence from the job.

Section 11.8 Military Leave

Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951.

Any employee granted such a leave of absence for "Military Duty" as defined in Act 263 of Public Acts of 1951, shall be reinstated to their position when they have been discharged or separated from service, providing:

longer be presentable for wear. This equipment, if and when supplied, must be used by the employee and remains the property of the City through the life of said equipment.

Safety Meeting There shall be periodic safety meetings held on a Department or City wide level. One (1) Union representative from this Part Time Collective Bargaining Unit will be invited to attend. The purpose of such meetings shall be to promote on-the-job safety and to discuss existing safety hazards and make recommendations for improving such conditions.

Section 12.2 Bulletin Boards Bulletin boards shall be erected in all divisions for the use of the employees. Bulletin boards shall be used for posting notices of bona fide Union activities only. In no case shall commercial advertising, partisan political, obscene or scurrilous printed or written matter be placed on any bulletin board.

Section 12.3 Break Periods

An employee scheduled to work four (4) hours shall be entitled to a rest period of 15 minutes after two hours worked.

An employee scheduled to work six (6) hours shall be entitled to a rest period of fifteen (15) minutes and at minimum an unpaid lunch period of thirty - 30 minutes.

An employee scheduled to work eight (8) hours shall be entitled to two (2) rest periods of fifteen (15) minutes and an unpaid lunch period of no more than sixty - 60 minutes.

Management retains the right to determine whether a thirty -30 or sixty -60 minute unpaid lunch period will be taken. Break periods shall be scheduled at the discretion of the employer per the above schedule and as work load allows.

Section 12.4 No Strike Clause

The Union, its officers, agents and members agree that the Union will not countenance or condone any strikes, sit-downs, slow-downs, stoppage of work or any acts of any nature that tend to interfere with any of the services of the City of Saginaw, and the Union will use all available means at its disposal to prevent same during the life of this Agreement.

Violation of this Article by any employee or group of employees shall constitute just cause for discharge and/or the imposition of discipline or penalties.

Employees shall not be required to cross a picket line where their safety is clearly in danger.

Section 12.5 Political Check-Off

The City hereby agrees to honor contribution deduction authorizations from employees who are members of the Union in the following form: "I hereby authorize the City to

- D. Suspensions - A temporary separation, normally 30 days or less, for disciplinary purposes where the violation is serious in nature but not sufficiently grave for dismissal.
- E. Dismissals - A discharge or permanent separation for disciplinary purposes where the violation is of a serious nature.

Section 13.2 Types of Serious Violations

Violations of a serious nature shall include but are not limited to the following:

- A. Conviction of a felony.
- B. Reporting for work under the influence of alcohol or drugs.
- C. Offensiveness in conduct or language in public or toward the public, supervisors, or other employees.
- D. Falsification of personnel and/or work records.
- E. Failure to obey any proper directive made or given by a superior officer.
- F. Willful destruction of City property.
- G. Use of political influence in attempting to secure a promotion, leave of absence, transfer or preferential work assignment.
- H. Acceptance of personal gifts or other valuables in connection with work performed on City time.
- I. Abuse of sick leave or injury leave.
- J. Use of alcohol or unlawful use of drugs during a work shift.
- K. Violation of safety regulations.

All discipline of Part-time employees shall be issued within sixty **-60 days** of the date of the incident or Management's knowledge of the incident. The parties may mutually agree in writing to extend the time up to no more than an thirty (30) calendar days.

Disciplinary Records

Records of all disciplinary actions shall be maintained as follows:
Warnings shall be issued in writing and shall contain the date, brief description of the violation, and the signatures of the foreman or the supervisor and the employee. All warnings issued shall remain in effect for a period of 12 months unless the employee receives more than one warning for the same violation, in which case all such reports shall remain in effect for a period of 12 months from the date of issue of the last warning.

All disciplinary action, other than warnings, shall be issued in writing by the department head with copies going to the employee, Union and the Personnel Administrator. Letters of reprimand and suspension shall remain in effect for a period of 24 months unless the employee commits a similar offense, in which

Article 14
Duration and Agreement

This Agreement shall continue in full force and effect for the period from date of July 1, 2011, to June 30, 2014, and thereafter until amended or modified as provided herein. Either party hereto may on or after April 30, 2014, serve a notice in writing upon the other party of its desire to amend or terminate this Agreement effective July 1, 2011. In such event, the parties, and/or their representatives shall commence negotiations immediately for a succeeding agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27th day of June, 2011.

LOCAL 517-M SERVICE EMPLOYEES
INTERNATIONAL UNION

By Anderson Johnson
Anderson Johnson
President

By [Signature]
Leticia Trevino
Grievance Chair

By Rachel Charboneau
Rachel Charboneau
Bargaining Team Member

CITY OF SAGINAW

By [Signature]
Greg Branch
Mayor

Attest: [Signature]
Diane Herman
City Clerk

APPROVED AS TO SUBSTANCE

[Signature]
Darnell Earley, City Manager

APPROVED AS TO FORM:

[Signature]
John Clark, Attorney