

3946

6/30/99

AGREEMENT
BY AND BETWEEN
CITY OF SOUTHGATE
AND
A.F.S.C.M.E. LOCAL #1917

7-1-96 thru 6-30-99

Southgate, City of

Prakash

Prakash
Prakash

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AGREEMENT

This Agreement, made and entered into this 1st day of July, 1996, by and between the CITY OF SOUTHGATE (Hereinafter called the "Employer") and AFSCME LOCAL UNION #1917, affiliated with Metropolitan Council #25, chartered by the American Federation of State, County and Municipal Employees (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 supervisory employees of the City of Southgate, excluding elected officials, Executive employees, Police supervisors and all others."

SECTION 2. The parties hereto recognize that the terms of this Agreement supersede 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
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 IV
UNION SECURITY AND CHECK-OFF

SECTION 1. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

SECTION 2. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee equal to Union dues for costs of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee once set during the contract term shall not change for the remainder of the contract term for purposes of the City's obligation to collect same.

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 employees 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 "B". 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, 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 REPRESENTATION

SECTION 1. Employees of AFSCME Local 1917 shall be represented by one (1) steward who shall be a regular seniority employee in the bargaining unit.

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 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 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. The 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 and verification that a grievance has been filed. 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 to the prompt handling of grievances and will not be abused.

SECTION 4.

- (a) There shall be a Grievance Committee composed of the steward and one (1) non-employee representative.
- (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 5. The Union in contract negotiations may be represented by not more than three (3) City employees.

SECTION 6. Special Conferences: Special Conferences for important matters will be arranged between the Union and the City, or its designated representative, upon the written

request of either party. Such meetings shall be between at least two (2) representatives of the City and at least (2) representatives of the Union. 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 City employee shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a 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.

SECTION 7. The Local Union Head or his delegate is to be allowed time off on City time for special Union Business Meetings that may arise subject to the conditions hereinafter set forth. He will not be penalized for absence, nor shall his absence be charged to his sick or business time provided it does not exceed two (2) full days in any one year.

Additional time may be granted by permission of the Administrator:

- (a) The Local Union shall give the City at least seven (7) calendar days prior notice.
- (b) No more than one Union member may be absent for the purpose of this section at any one time.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

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 and limited to matters of interpretation or application of express provisions 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. The name and signature of the person aggrieved or his expressed permission shall be upon the grievance form, and

(d) Remedy requested.

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 or the grievance shall be deemed abandoned. The grievant may be present at all steps of the procedure, if he so desires, without loss of pay. In the event 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 department head and /or their steward. The department head shall attempt to adjust the matter at this meeting.

STEP 1. If the subject matter has not been settled at the meeting with the department head, 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 to the Mayor or his designee in writing within five (5) working days after the response of the department head is due. The Mayor or his designee shall respond within five (5) working days of the receipt of the grievance. If there is no response, or same is not satisfactory to the Union, the Union may proceed to STEP 3.

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. The grievance and arbitration procedure provided for in the

Agreement shall be the sole and exclusive remedy for the resolution of grievances. 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.

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 parties, the settlement may be reduced to writing by either party and forwarded to the other party and unless protested within seven (7) working days, the written version of the settlement shall be conclusively presumed acceptable and the matter shall be closed.

ARTICLE VII

SUSPENSION AND DISCHARGE CASES

SECTION 1.

- (a) 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.
- (b) 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 2. In the event the affected employee believes that his suspension or discharge under Section One above is unjust, the matter may be processed through the grievance procedure.

SECTION 3. 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 4. It is agreed that the maintenance of discipline is essential to the satisfactory operation of this City.

SECTION 5. 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, nor impose discipline on an employee for falsification of his employment application after a period of six (6) months from his date of hire.

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 five (5) days without pay for the first offense and permanently discharged for the second offense.

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

ARTICLE VIII
LAYOFFS AND RECALL

SECTION 1. Layoff shall mean the separation of an employee from his/her position within 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.

SECTION 2. 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 employee to provide the City with a current address.

SECTION 3. If the employee being laid off in any job classification in the bargaining unit has more unit seniority than another employee in the same pay grade, such employee may bump that employee. In such cases, the higher classified employee will revert to the maximum pay range of the employee being bumped during the tenure of the layoff if the pay grade of the lower classification is less than the higher classified employee normally receives.

SECTION 4.

- (a) A laid-off employee who elected to remain working by exercising city-wide seniority may do so by bumping laterally within the same "pay range number" for the salary schedule within which they were placed at the time of notification of layoff, or down to any lower "pay range number", provided that such employee has the present skill and ability of demonstrating and performing all the basic requirements as defined by the job description of the classification at the time of notification of layoff; provided 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 bumping; provided, further, that if 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) 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.
- (c) 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 5. 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 6. 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 employee's last address known to the City. It shall be the responsibility of the employees to provide the City with a current address.

ARTICLE IX

SENIORITY

SECTION 1.

- (a) City seniority as used in this Agreement shall mean length of continuous service an employee has with the City commencing on the employee's last date of hire.
- (b) Classification seniority as used in this Agreement shall mean the length of continuous service an employee has in the classification commencing from the employee's first full day of work in the classification following the employee's last date of hire.
- (c) Unit seniority shall mean the length of time an employee has been in a certified full-time position within AFSCME Local 1917 (see Attachment "A").

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

- 1. The employee quits, or
- 2. The employee is discharged, or
- 3. 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 the 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
- 4. 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
- 5. The employee overstays a leave of absence, or
- 6. The employee gives a false reason in requesting a leave of absence, or
- 7. The employee is retired, or
- 8. The employee is laid off for a continuous period exceeding the length of his seniority, or

9. The employee falsified pertinent information on his application for employment, provided the City raises the issue within six (6) months from the date of hire.

SECTION 3. Probationary Employee: A newly hired full-time certified employee is a probationary employee for his first one hundred twenty (120) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with one hundred twenty (120) days length of service and it shall be so entered on the seniority list.

SECTION 4. Seniority List: An up-to-date seniority list will be furnished by the City of Southgate annually to the Local Union.

SECTION 5. On the case of two (2) or more employees achieving seniority within a particular job classification on the same day, seniority shall be determined alphabetically by surname; the City will make every effort to stagger hiring and promotions.

SECTION 6. In the event it becomes necessary to determine an employee's job classification seniority, such seniority shall commence from the first full day's employment in the job classification as a full-time certified employee.

Provisional, temporary, part-time or emergency employees shall in no case acquire seniority and shall have no status under this Agreement during the tenure of such employment.

ARTICLE X

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 AFSCME Local 1917, 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. The City encourages all bargaining unit employees to register for any permanent job opening or permanent newly created job within the bargaining unit. Consistent with this, when permanent vacancies in the bargaining unit occur, the City will give first consideration to qualified unit employees in filling such vacancies if they have contacted the City Administrator and registered such interest.

SECTION 4.

- (a) An employee may indicate in writing, on a registry form supplied by the City, the employee's desire for a transfer, upgrading or promotion to a specific bargaining unit duty assignment. Such requests shall be kept on file in the Administrator's office, and consistent with this Article, be utilized to fill such permanent vacancies or newly created jobs.
- (b) The Union, upon request, shall be permitted to inspect and receive completed registry lists.
- (c) The Union Treasurer will be provided with the names and job titles of all new employees and terminations within the bargaining unit as they occur.

SECTION 5. Bargaining unit employees who have registered their interest in a particular job as provided for in this Article, and who meet at least the minimum qualifications, will have their personnel folders submitted to their Department Head together with an interview form. The Interview Form will be completed by the Department Head or designated representative following the interview which shall be conducted by the person completing the form and the results will be discussed with the employees. In filling the position, the City will give first consideration to qualified classified employees on the basis of unit seniority who have registered

as hereinbefore provided. If an employee is rejected, the Department Head will state his reasons for his rejection in writing to the employee. If the reasons given are unreasonable the employee shall have the right to the grievance procedure.

SECTION 6. In the event the permanent vacancy or new position to be filled is one for which there are no registered applicants, the City will post such permanent vacancy or new position for seven (7) calendar days during which time employees will have an opportunity to register their interest in such position. Selections will be made from among qualified applicants registering their interest in accordance with Section 5 above.

SECTION 7.

- (a) Pending selection in accordance with Sections 5 and 6, the City may fill a vacancy or new position with a temporary appointment, but no person shall serve as a temporary 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 bargaining unit employee with seniority for a position filled by a temporary appointee. A temporary 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.
- (b) When a member of Local 1917 is temporarily appointed to another position within Local 1917 and while temporarily filling that position is appointed to the same position on a permanent basis, time served by the employee in that temporary position shall be counted toward the time requirements for wage step increases for that position.

Time served as a temporary appointee, such as, periods of short term assignment, day to day upgrades, and the like shall not be counted.

SECTION 8.

- (a) The senior unit employee registered for the promotion, and if he qualifies, shall be granted a one hundred twenty (120) day trial period to determine:
 - 1. The employee's desire to remain on the job.
 - 2. The employee's ability to perform the job.

- (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 one hundred twenty (120) days, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The employee shall revert to the former position held. The matter may then become a proper subject for a second step of the Grievance Procedure and the position shall not be permanently filled until the grievance is resolved.
- (c) 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 9. 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, and provided that no grievance affecting the upgrading has been filed.

SECTION 10. A promotion shall be to a higher classification (pay grade). 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 11. No City employee shall take a wage decrease by accepting upgrading to a higher 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 12.

- (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) Departmental supervisors shall have an opportunity to provide their input in reclassification requests of AFSCME 1589 employees over whom they exercise supervisory responsibilities.

SECTION 13.

- (a) All jobs requiring typing must meet the requirements of Article VIII, Section 4
- (b).
- (b) Any position requiring the ability to use a computer or computer access terminal shall be presumed to require the "present ability" to use the 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.

ARTICLE XI
SAFETY AND HEALTH

SECTION 1. Responsibility: Both parties to this contract shall hold themselves responsible for mutual cooperative enforcement of safety rules and regulations, as promulgated by MIOSHA. All employees, while at work, shall abide by all MIOSHA requirements.

SECTION 2. 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 3. Medical Shots: Flu shots shall be made available by the City to each individual at least once each year under the tenure of this contract. Hepatitis shots will be made available to any bargaining unit employee at any time upon the recommendation of a physician.

SECTION 4. Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, as promulgated by MIOSHA, the matter shall be immediately adjusted by his Department Head. If the matter is not adjusted satisfactorily, the grievance may be processed through the grievance procedure.

SECTION 5. At the request of the employee, the City shall make available to the employee a physical examination once every two years. The results of such physical will be provided to the City. Physical examinations will be administered at Seaway Hospital.

ARTICLE XII
HOLIDAYS

SECTION 1. Holidays with pay at the regular rate shall be as follows: New Year's Day; Presidents Day; Good Friday (all day); 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; Employee's Birth Anniversary.

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 with the exception of Veteran's Day which will be celebrated November 11. 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. 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, for the hours actually worked but not less than four (4) hours pay.

SECTION 4. 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 department head, 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.

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 assignment and then fails to report for and perform such work, without reasonable cause, shall not receive pay for such holiday, if applicable.

ARTICLE XIII
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:

1 to 4 years	One (1) working day of vacation for each month of service up to a maximum of eleven (11) working days.
5 years but less than 10 years	One and one-third (1-1/3) working days of vacation not to exceed sixteen (16) working days of vacation.
10 years	18 working days of vacation.
11 years	19 working days of vacation.
12 years	20 working days of vacation.
13 years	21 working days of vacation.
14 years	22 working days of vacation.
15 years	23 working days of vacation.

After 16 years of service, 1 day per year for each additional year of service. For employees hired by the City after July 1, 1996, there will be a maximum of twenty-three (23) vacation days to be accumulated.

SECTION 2. Scheduling of Vacations:

- (a) The department heads shall be responsible for the scheduling of vacation time in their respective department, and they shall post an annual vacation schedule indicating the scheduled vacation time of each employee in his department. Vacation time shall be made available to all eligible employees. Vacation time shall be cumulative and vacation days unused prior to December 31 shall be forfeited.
- (b) In the event sufficient time is not made available by the City for vacation days, an employee may carry over vacation days, with written permission of the City Administrator. The written request shall be made by the employee and provide specific rationale as to why the utilization within the calendar year is not possible. Such leave days shall be utilized within the first six months of the next calendar year.

SECTION 3. 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 department head by March 1st of each year and an approved list of vacations shall be posted not later than April 1. City seniority shall prevail when duplicate requests are made. Two supervisors within the Department of Public Service may be off on scheduled vacation in the month of November.

SECTION 4. Holidays During Vacation: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.

SECTION 5. Listing of Vacation Schedules: The City shall cause a list to be prepared shortly after January 1st of the 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 by deduction of one (1) day's 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 charged as vacation days as follows:

1. Any emergency room charges.
2. Any and all days admitted as a patient in a hospital.
3. 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 7. 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.

SECTION 8. Vacations must be used in increments of seven (7) consecutive calendar days; provided that the department head may waive the requirement of the seven (7) day increment.

ARTICLE XIV

WORK DAY AND WORK WEEK

SECTION 1.

- (a) Hours of Employment: The standard work week of the City of Southgate bargaining unit employees shall be from Monday through Friday. Standard work hours shall consist of eight (8) hours, between the hours of 6:30 a.m. and 5:30 p.m., excluding lunch.
- b) Rest Periods: All employees working an eight (8) hour day shift shall be provided a fifteen (15) minute rest period during each one-half shift. The rest periods shall be scheduled at the middle of each one-half shift where feasible.

SECTION 2. 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 in accordance with practices for bargaining unit employees. Overtime rates will be paid at a rate of pay that a majority of overtime is worked, however there will be no regression in pay.

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. Out of Classification: An employee who, at the direction of the City, assumes the normal duties and responsibilities of a higher classification within the bargaining unit shall receive out-of-classification pay at the next higher pay grade. An employee shall receive the top rate of the next higher classification when he is working for an extended period of time to cover vacations, sick leave, and other prolonged absences of no less than one (1) week. In order to receive the top rate, the employee must obtain prior approval of the City Administrator.

SECTION 6. All City employees in this bargaining unit shall work overtime upon request and approval of their Department Head.

SECTION 7. Show Up Time: In case a 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 has been afforded him that no work existed.

SECTION 8. 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 9. Any inequity in department work opportunities shall be remedied by scheduling work to be performed in that department by the City within a reasonable period of time.

ARTICLE XV
EMERGENCY WORK

SECTION 1.

- a) In the event any full-time employee is called to work after the regularly scheduled work day, the employee shall be guaranteed a minimum of four (4) hours of work, or in lieu thereof, four (4) hours pay at the applicable overtime rate. This provision shall not apply in instances of continuous overtime which is in addition to an employee's regular work day. If an employee is called in prior to the start of the normal shift for snow removal at the City Hall complex only, said employee shall be paid according to the following schedule:

If one (1) hour or less, receive two (2) hours O.T.

If two (2) hours or less, receive three (3) hours O.T.

If more than two (2) hours, receive four (4) hours O.T.

- b) Any employee called in and then released before having worked four (4) hours shall be subject to any other recall that may occur within the same four (4) hour time period.

SECTION 2: In the event any full-time employee is called into work on Sunday or a Holiday, he shall be paid four (4) hours call-in pay or double time for all hours worked, whichever is greater. Call-in pay shall consist of four (4) hours irrespective of whether or not the employee actually works four (4) hours or less, unless the employee refuses a job assignment within his classification.

SECTION 3. It is agreed between the parties that overtime is necessary by the very nature of the business in which we are engaged.

SECTION 4. The parties agree that overtime rates will be paid at a rate of pay that the majority of overtime hours are worked, however, there will be no regression in pay.

SECTION 5. The City shall provide a meal between the third and fourth hour of overtime, and after each additional four hours continuous.

ARTICLE XVI

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. 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.
- (b) The first longevity step shall be fixed at One Hundred (\$100.00) Dollars, after the first five (5) years of service, and succeeding steps to be paid at Fifty (\$50.00) Dollars 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.

ARTICLE XVII
HOSPITALIZATION AND SICK BENEFITS

SECTION 1. Hospitalization:

- (a)(1) Effective July 1, 1993: The City shall be obligated to assume the full cost of only Blue Care Network, Health Alliance Plan, Blue Cross Preferred Provider Option or equivalent medical insurance, which includes the Family Plan \$5.00 deductible prescription drug rider.
- (a)(2) All employees who elect to terminate coverage as identified in (a) (1) and dental insurance shall receive an annual payment of \$750.00 to be paid on the second payday in July, following one full year of such termination.
- (a)(3) All employees and retirees (retiring after 7/1/90) who elect to receive coverage other than Blue Cross Preferred Provide Option shall receive an annual payment of 50% of the annual premium difference between insurance coverage, whichever is less, to be paid on the second payday in July following one full year of such coverage.
- (b)(1) 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 City will pay the premium to provide for medicare complimentary coverage.
- (b)(2) Retirees who request to be covered by Michigan Blue Cross - Blue Shield Hospitalization and Medical Insurance (Comprehensive Hospitalization, Room Option, MVFI, D45, \$5.00 Co-Pay Prescription Drug Rider) shall be required to provide information which justifies the need for this insurance coverage to be defined as unavailability of current medical plan in the geographic area where relocating.
- (b)(3) Blue Cross - Blue Shield Hospitalization as identified will be available as an "as needed" option for retirees originally hired prior by the City to JULY 1, 1993. Both the City and the Union, for mutual consideration agree that no changes or modifications to Article XVII, Section 1 (b)(2) shall be made which would affect those employed by the City on or before July 1, 1993. This provision shall likewise apply to these employees moving into Local 1917 bargaining unit who

were continuously employed by the City prior to July 1, 1993 in another full-time position.

- (c) Upon the death of an employee retiree (after 7/1/90), the retiree's spouse shall continue being covered under the City's hospitalization insurance 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 in Section 1 (e) shall mean only that person to whom the retiree was legally married on the date of the retiree's retirement from the City of Southgate. (NOTE: If the retiree changes spouses after retirement from the City of Southgate, said spouse will have insurance coverage only until the death of the retiree.)

SECTION 2. Dental: The City shall provide and pay the premium for an 80/20 dental insurance program for the employee and eligible family members at the benefit level of \$1,000 yearly maximum and \$2,000 lifetime maximum for orthodontic dental care. For retirees who retire after July 1, 1996, dental insurance shall be provided to retirees and retiree's spouse at the time of retirement at the 80/20 benefit level of \$500.00 per year maximum.

SECTION 3. A non-duplication of benefits rider will be inserted into the City insurance coverage.

SECTION 4. To be eligible for either sickness or accident benefits, an employee must have:

1. Achieved seniority and be working full-time.
2. Become wholly and continuously disabled.
3. Be under a doctor's care and furnish evidence of same upon request.
4. Furnish the insurer with satisfactory proof of disability upon request.

SECTION 5. Benefits shall commence only in accordance with the schedule hereinafter set forth:

1. For an accident, benefits start on the first complete day of disability.
2. 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.
 - (a) 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 6. Benefits shall be for only the duration stated and in the amount set forth.

- (a) An employee is eligible for benefits for as many weeks as any one accident or illness keeps him/her disabled for TWO HUNDRED FIFTY (\$250.00) DOLLARS per week for twenty-six (26) weeks.
- (b) Benefits shall stop when the employee is able to return to work.
- (c) The City shall provide a THIRTY-FIVE THOUSAND (\$35,000.00) DOLLAR life insurance policy for seniority employees.
- (d) The City shall provide a FIFTEEN THOUSAND (\$15,000) DOLLAR life insurance policy for retirees.

SECTION 7.

- (a) The insurer has the right to have the employee examined at its expense while a Sickness and Accident Claim is pending or being paid.
- (b) 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 8. 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 9 (d) of this Article, or
- 3. On leave of absence except as specifically provided to the contrary in Section 9(d) of this Article, or
- 4. Has quit his employment, or
- 5. Has been discharged for cause, or
- 6. Is receiving Workers' Compensation Benefits, or
- 7. 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 (1) program at a time subject to this Agreement.

SECTION 9.

- (a) 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.
- (b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- (c) 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.
- (d) 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.
- (e) In the event any employee fails or refuses to make timely payments of employee contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.
- (f) 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.
- (g) 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.

SECTION 10. Job Incurred Injury: 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.

SECTION 11. General Provisions is 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 XVIII

SICK LEAVE

SECTION 1. Every full-time employee hired by the City prior to July 1, 1993 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. This provision shall likewise apply to those employees moving into Local 1917 bargaining unit who were continuously employed by the City prior to July 1, 1993 in another full-time position.

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

SECTION 3. For employees hired after July 1, 1993, only, after one year of service they will be credited with five (5) days per year of sick leave on January 1 of each year, earned at the rate of 5/12 of a day per month, and may accumulate days to maximum of one hundred (100) sick days. Sick leave will be prorated to the nearest whole day for employees with less than one year of service. Verification will be required for utilization of these five (5) days if more than three (3) are used consecutively.

SECTION 4. Sick Leave for employees hired after 7/1/93.

- A. Employees hire 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. After five (5) accumulated sick days are used, the City will continue to pay the employee his/her full 40 hour salary for a further period of ten (10) work days per completed year of service by the employee to a maximum of one-hundred eighty (180) calendar days for the same illness or injury. This time will not be prorated for any partial years of service.

- D. After one-hundred eighty (180) calendar days of lost time for the same illness or injury, the City will provide a long-term disability policy (either self insured or through an insurance company) which will provide an additional one-hundred eighty (180) calendar days of pay at 70% of the employee's normal 40 hours gross pay.
- E. There will be no bonus vacation for unused sick leave.
- F. The City may require the employee to be examined by a City designated doctor periodically during a period of illness.

SECTION 5. 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.
- 2) An employee hired after July 1, 1993 may utilize up to three (3) days per year for personal business. Two of these three days shall not be charged against sick leave.
- 3) These personal days may be used to report to the Veteran's Administration for medical examination or other purpose relating to eligibility for disability pension, or medical treatment.

SECTION 6. 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 7. Requirements for Using Sick Leave:

- (a) 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.
- (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 certificate of incapacity to work from a recognized physician.
- (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 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.

SECTION 8. Layoffs, Transfers, Etc.: All 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.

SECTION 9: 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; 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.

SECTION 10. Requirement for Additional Annual Leave of Three Days: An employee who has been employed continuously during any one calendar year and who has not taken more than five (5) days of sick or personal leave in any one year shall be granted an additional three

(3) days of annual leave to be taken in conjunction with scheduled vacations.

In the event an employee in the bargaining unit works more than sixteen (16) hours in any twenty-four (24) hour period and uses sick leave as a rest period, he shall not have such sick time charged against the bonus days earned for the year. Further, that an employee may not use personal time for the above-stated purpose.

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, nor shall such holidays be paid.

SECTION 12. Payment of Sick Leave Upon Separation: Upon separation from the City's service, an employee shall be paid for one-half (1/2) of all unused accumulated sick leave, provided:

1. 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.
2. 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 13. Death or Retirement of an Employee: 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 14. 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 15. 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 16. 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 department head prior to the scheduled vacation being taken or the observance of the holiday.

SECTION 17. 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.

ARTICLE XIX
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 hereinafter identified:
1. Up to five (5) days for husband, wife, child, or parent.
 2. Up to three (3) days for brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent, or grandchild.
 3. Up to a maximum of five (5) days for simultaneous tragedy involving the death of more than one covered member of immediate family where death is attributable to the same event.
 4. Up to two (2) additional days may be utilized by the employee to attend a funeral more than a 100 mile radius.
- (b) 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 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 XX
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, and
2. Reimbursement shall be made to not more than four (4) eligible employees simultaneously, and
3. Eligible employees must achieve a grade of "C" (70%) or better, and credit if credit is offered, and
4. All courses must meet written criteria established and reestablished by the City, and
5. 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 of 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 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
9. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the school or institution.

ARTICLE XXI
LEAVE OF ABSENCE

SECTION 1.

- (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.

SECTION 2. Maternity Leave:

- (a) An employee that is pregnant, and who does not wish to resign, may take a leave of absence. Said leave shall be called a "Maternity Leave", and must be applied for in writing to the City. Included with said application shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.
- (b) A longer leave of absence may be granted where extenuating circumstances exist. Such leave shall be granted without pay and without loss in seniority. An employee may be permitted to continue working beyond her sixth (6th) month of pregnancy if not in conflict with the date provided by her physician in paragraph (a) above, upon her written request accompanied by a statement from her physician stating in writing:
 - 1. She is physically able to continue with the normal recurring duties of her job and stating what these duties are.
 - 2. Setting forth any restriction upon activity, provided they do not render her restricted from any normal recurring duty of her job classification.
 - 3. Providing an exact calendar date upon which maternity leave is recommended to commence.
- (c) Upon returning to work the employee shall have the right to displace an employee with less seniority in the same classification in the unit in which she worked at the time her leave of absence was granted. The employee must produce a release from her doctor to return to work.
- (d) An employee who fails to return to her work at the termination of her pregnancy

leave or any extension thereof, shall lose her seniority and her employment shall be terminated.

SECTION 3.

- (a) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and stating the reason therefor.
- (b) In no event shall the duration of any leave exceed three (3) calendar months.
- (c) All leave requests shall state the exact date on which the leave begins and the exact 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.

SECTION 4. 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 5. To be a City approved leave of absence, such leave of absence must be authorized by either the City Administrator or the Mayor.

ARTICLE XXII
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. Bulletin boards shall not be used to post any political material including, but not limited to, endorsements.

SECTION 2. 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, volunteers for jury duty.

SECTION 3. Uniforms:

- (a) The City agrees to furnish uniforms for all full-time (non-clerical) bargaining unit employees in the Department of Public Services (Public Works, Water, and Recreation maintenance divisions), 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.

- (b) The City shall select the provider of the uniforms and shall select a firm which will allow employees the opportunity to upgrade the uniforms at their expense with full credit given for City cost. The firm selected will allow the employee adequate facilities for proper fit of uniforms.
- (c) Uniforms shall be worn by bargaining unit employees in the Department of Public Services, without exception, on all working days, and on City business only.
 - 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 annually, not later than June 1, replacement uniforms consisting of a shirt and trousers, in an amount of 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 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 Department of Public Services.
 - 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 Services without written permission of the Departmental 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 Director of Public Services, the City Administrator 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.

SECTION 4. 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 three (3) month period shall receive a counseling report.
 2. Five (5) times late in any three (3) month period shall receive a written warning.
 3. Six (6) times late in any four (4) month period shall be subject to a disciplinary layoff.
 4. Seven (7) times late in any five (5) month period shall be subject to discipline up to and including discharge.

ARTICLE XXIII

PENSION

Pension benefits for members will be computed as follows:

SECTION 1. Annual Amount:

- (a) To age 60: Total service times 2.0% of FAC (Final Average Compensation).
- (b) Age 60: Total service times 2.0% of FAC.
- (c) FAC: Highest three (3) years out of last ten (10) years.
- (d) Vested Benefit: Ten (10) or more years of service.
- (e) Employee is eligible for retirement at age 60 with 10 or more years of service, or (effective July 1, 1988) on the date when the sum of years of service plus age equals 80 or more.

SECTION 2. For the purposes of computation of the Final Average Compensation for retirement or other purposes, that said computation will include vacation and sick leave benefits (maximum accumulation of two hundred (200) sick days, to include any sick leave payment received under the provisions of Article XVIII, Section 15 during the FAC period for computation purposes), for employees employed by the employer on or before June 30, 1981, and that for all other employees subsequently employed, the Final Average Compensation for retirement or other purposes will not include vacation and sick leave benefits/payouts.

SECTION 3. Employees who are members of AFSCME Local 1917, 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.

ARTICLE XXIV

WAGES

SECTION 1.

A. The parties hereby agree that the Job Content Analysis (Classification); Job Evaluation Plan and Compensation Plan, as completed by the Michigan Municipal League, dated March, 1996, be the basis for determination of attached wage schedule.

B. The wage schedule herein provides for an adjustment as follows for the above referenced compensation plan:

July 1, 1996 - 3%

July 1, 1997 - 3%

July 1, 1998 - 3%

SECTION 2. On Call Pay Supervisors who are required to be "on call" as a regular part of their employment shall receive the following additional lump-sum compensation on the first pay in July:

- a) \$1,452.00 per employee; this lump sum payment shall be modified with an increase or decrease of supervisory workforce.
- b) Only those employees who are required to perform "on call" duty as a regular and normal part of their job and duties will be paid the above amounts.
- c) "On call" pay will be pro-rated, based on commencement and/or termination of supervisory positions during any fiscal year.

ARTICLE XXV

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 determine and re-determine the type of services to be offered; to determine work stations; to maintain discipline and efficiency of the employees; to hire, promote, transfer or demote employees; and to contract work; provided however that it 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 contract being issued, the jobs and positions affected by such subcontract, in order to provide for the protection of seniority employees. Furthermore, the City agrees that it will take every step available for the protection of seniority employees. Furthermore, the City agrees that it will take every step available to insure that the employees so affected by contracting of work will be offered employment by the then contractor and that such employees will be paid commensurate with the rate of pay provided for in this Agreement.

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.

SECTION 3. Supervisors shall be permitted to perform Local 1589 bargaining unit work in the following instances:

1. In emergency or where regular employees are not readily available.
2. While supervising, instructing or assisting other City employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled 1589 bargaining unit employees not reporting to work, and replacements with bargaining unit

employees cannot be obtained.

5. Where the City can demonstrate that such work has been performed by Supervisor.
6. In all other cases where unit 1589 employees are not displaced, and/or laid off.

ARTICLE XXVI

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 or sympathy strike including the respecting of a picket line by another bargaining unit.

ARTICLE XXVII
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 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.

ARTICLE XXVIII
TERM OF CONTRACT

SECTION 1. Termination: This contract shall remain in effect until June 30, 1999. Negotiations for the contract for the succeeding year shall be opened for discussion between the parties to this contract on the first Monday in May, 1999.

SECTION 2. Extension: In the event a contract for that period commencing July 1, 1999 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, 1999 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.

All other working agreements and ordinances signed or enacted by the City of Southgate concerning bargaining unit personnel are declared null and void.



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

Dixon Smith
DIXON SMITH, Chairman
AFSCME Local 1917

8-13-96
(Date)

Barbara Campau
BARBARA CAMPAU, Vice Chairman
AFSCME Local 1917

8-28-96
(Date)

Norma J. Wurmlinger
NORMA J. WURMLINGER,
Mayor

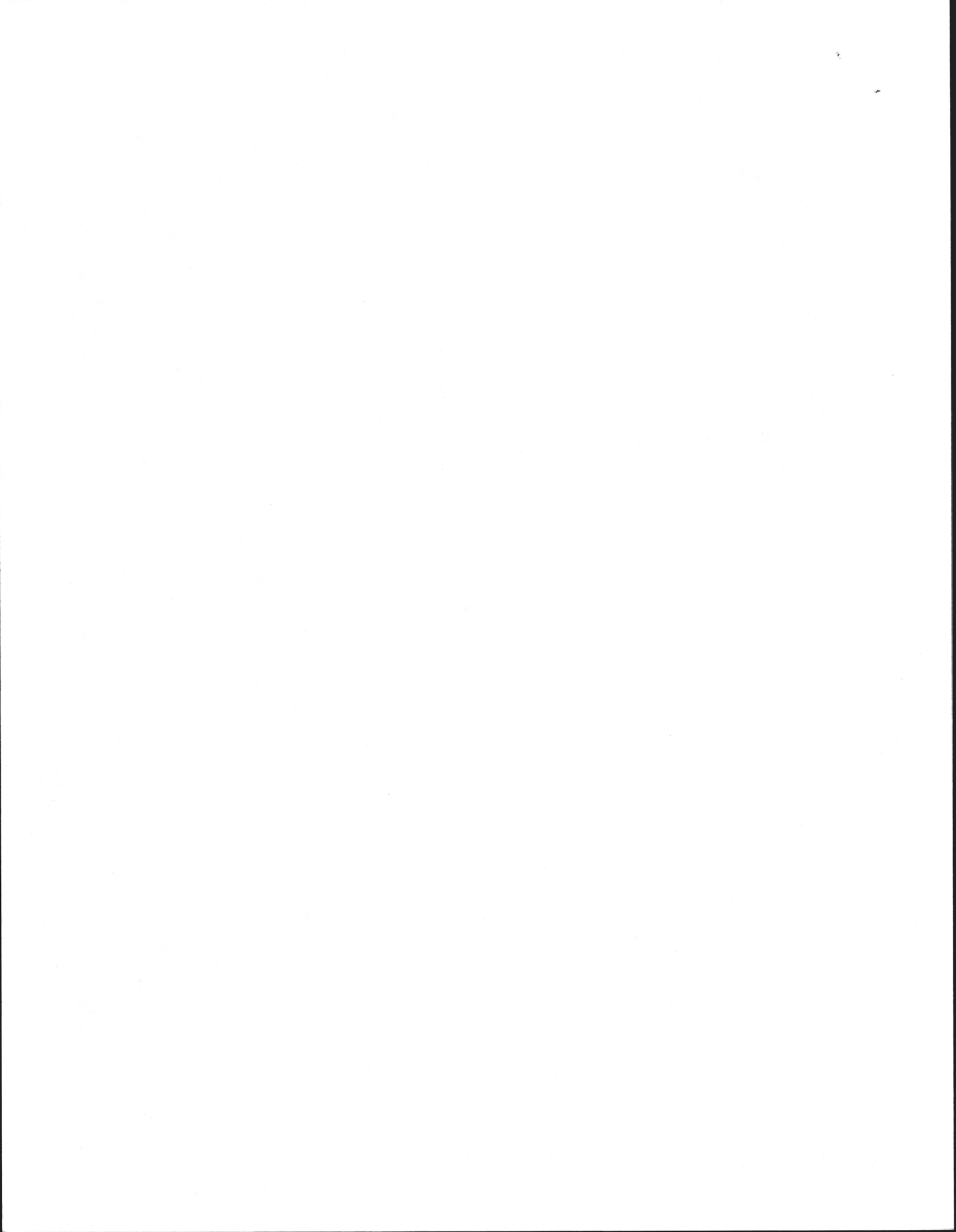
7/16/96
(Date)

Thomas M. Alexander
THOMAS M. ALEXANDER,
City Clerk

7/16/96
(Date)

Terrence M. Jarvis
TERRENCE M. JARVIS,
City Administrator

7/16/96
(Date)

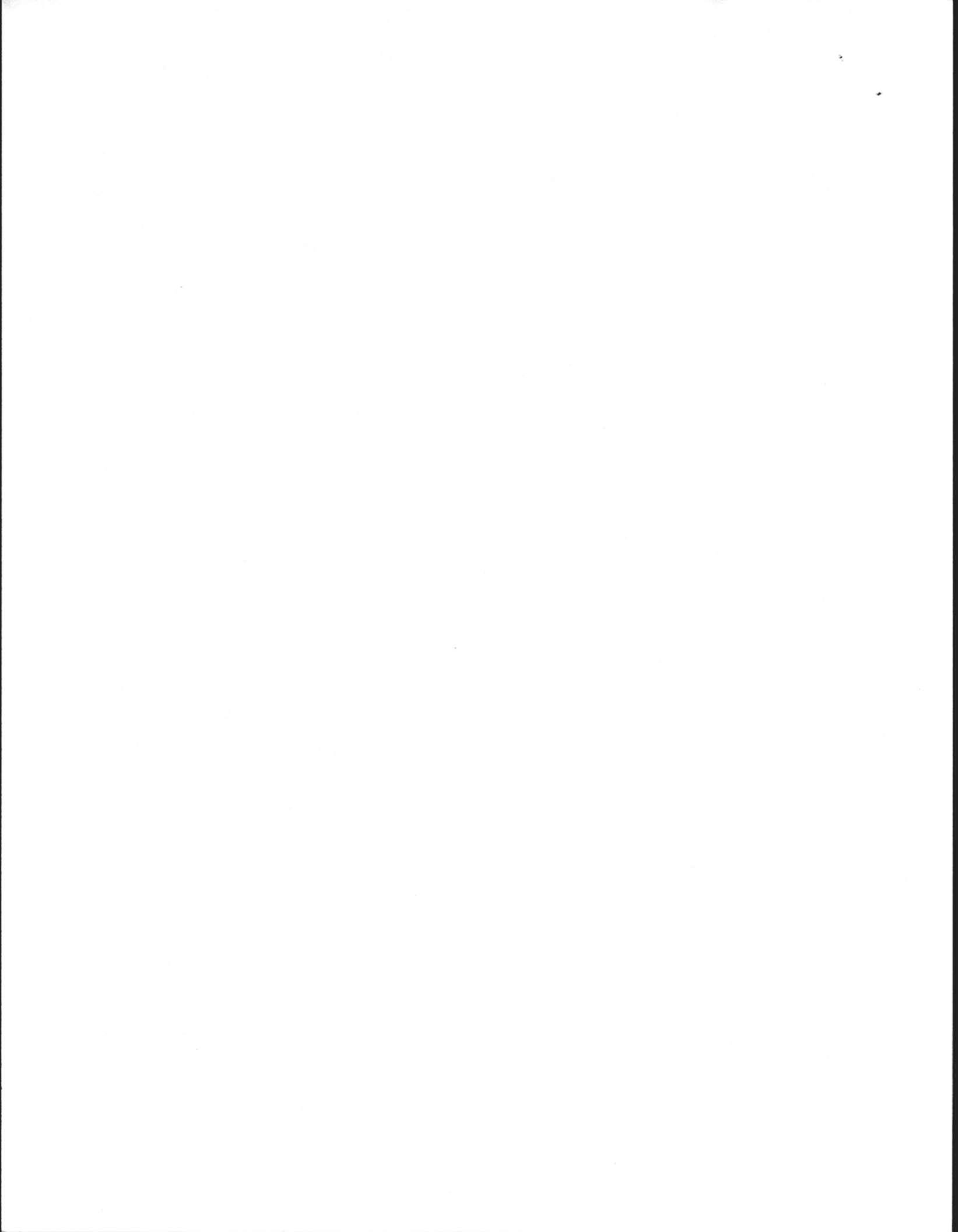


ATTACHMENT "A"

CITY OF SOUTHGATE SENIORITY LIST
AFSCME LOCAL 1917 as of 07-01-96

<u>CITY SENIORITY DATE</u>	<u>EMPLOYEE</u>	<u>UNIT/CLASSIFICATION/ SENIORITY DATE</u>
09-30-57	June Holzschu	Recreation Program Supervisor (06-03-75)
03-13-67	Dennis Gendron	Assistant Public Services Director (06-03-75)
05-24-71	Dixon L. Smith	Water System Supervisor (07-20-93)
09-28-73	Deborah Moats	Deputy City Treasurer (05-02-88)
10-30-74	Joseph (David) Weidenbach	Public Services Field Supervisor (03-20-95)
03-10-75	Barbara Campau	Assistant Finance Director (08-03-87)
10-11-76	Susan Langmesser	Deputy City Clerk (05-02-88)
06-13-94	Robert Tarabula	Forester/Landscape Supervisor (06-13-94)

corrected 10/10/96



ATTACHMENT "B"
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

Month, Day, Year

deduct from my earnings \$ _____ per month or such other amount as AFSCME Local No. 1917 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, 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 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 in further consideration of the City of Southgate providing this deduction service, to seek such refund from AFSCME Local No. 1917 at the address provided, and to be provided, by said AFSCME Local No. 1917. This Authorization shall remain in effect unless terminated by me upon thirty (30) days prior written notice to AFSCME Local No. 1917 and the City of Southgate upon termination of the Agreement or upon termination of my employment.

Employee's Signature

Address

Date _____



Local #1917

3% Increase

07/01/96

Salary Schedule
Classifications and Hourly
Effective July 1, 1996

Pay Grade Number	Position		Minimum	End of 6 Months	End of 1 Year	End of 2 years	End of 3 years
9	Depty City Clerk	A	33,059.91	35,539.40	38,291.12	40,971.49	42,935.55
	Depty City Treasurer	B	1,271.54	1,366.90	1,472.74	1,575.83	1,651.37
	Assistant Finance Dir.	H	15.89	17.09	18.41	19.70	20.64
	Recreation Program Supv.	OT	23.84	25.63	27.61	29.55	30.96
	Public Service Field Supv. Forester/Landscape Supv. Water System Supv.						
10	Assistant Public Sev. Supv.	A	39,672.51	42,449.59	45,421.06	48,600.53	51,522.66
		B	1,525.87	1,632.68	1,746.96	1,869.25	1,981.64
		H	19.07	20.41	21.84	23.37	24.77
		OT	28.61	30.61	32.76	35.05	37.16



Local #1917

3% Increase

07/01/97

Salary Schedule
Classifications and Hourly Charges
Effective July 1, 1997

Pay Grade Number	Position		Minimum	End of 6 Months	End of 1 Year	End of 2 years	End of 3 years
9	Depty City Clerk	A	34,051.71	36,605.58	39,439.85	42,200.63	44,223.62
	Depty City Treasurer	B	1,309.68	1,407.91	1,516.92	1,623.10	1,700.91
	Assistant Finance Dir.	H	16.37	17.60	18.96	20.29	21.26
	Recreation Program Supv.	OT	24.56	26.40	28.44	30.43	31.89
	Public Service Field Supv. Forester/Landscape Supv. Water System Supv.						
10	Assistant Public Sev. Supv.	A	40,862.69	43,723.08	46,783.69	50,058.55	53,068.34
		B	1,571.64	1,681.66	1,799.37	1,925.33	2,041.09
		H	19.65	21.02	22.49	24.07	25.51
		OT	29.47	31.53	33.74	36.10	38.27



ocal #1917

3% Increase

07/01/98

Salary Schedule
Classifications and Hourly Changes
Effective July 1, 1998

ay Grade umber	Position		Minimum	End of 6 Months	End of 1 Year	End of 2 years	End of 3 years
9	Depty City Clerk	A	35,073.26	37,703.75	40,623.05	43,466.65	45,550.32
	Depty City Treasurer	B	1,348.97	1,450.14	1,562.42	1,671.79	1,751.94
	Assistant Finance Dir.	H	16.86	18.13	19.53	20.90	21.90
	Recreation Program Supv.	OT	25.29	27.19	29.30	31.35	32.85
	Public Service Field Supv. Forester/Landscape Supv. Water System Supv.						
10	Assistant Public Sev. Supv.	A	42,088.57	45,034.77	48,187.20	51,560.30	54,660.39
		B	1,618.79	1,732.11	1,853.35	1,983.09	2,102.32
		H	20.23	21.65	23.17	24.79	26.28
		OT	30.35	32.48	34.75	37.18	39.42

