

**AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES**

**COUNCIL 25, AFL-CIO, LOCAL 2720**

**and**

**THE CITY OF NORTHVILLE**

**COUNTIES OF WAYNE AND OAKLAND  
MICHIGAN**

**July 1, 2004 – June 30, 2008**

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## **ARTICLE 1 - PURPOSE AND INTENT**

### Section 1.1 - Purpose and Intent

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Union's success in rendering proper services to the public.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to that end, agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of age, sex, race, color, religion, national origin, or ancestry, or political beliefs as provided by Act 251 of 1955.

### Section 1.2 - Gender and Singular/Plural

The masculine pronouns and relative words herein used shall be read as if written in plural and/or feminine if required by the circumstances and individuals, and are not intended to be discriminatory in any fashion.

## **ARTICLE 2 - RECOGNITION**

Section 2.1 - Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to salaries, wages, hours of employment by the terms of this Agreement for those employees in classifications in the bargaining unit.

Section 2.2 - The bargaining unit shall consist of all employees of the Employer holding positions designated in Appendix A. New classes may be added by mutual agreement of the parties. It is understood that the City may hire seasonal part-time laborers to meet seasonal work load demands.

## **ARTICLE 3 - AID TO OTHER UNIONS**

Section 3.1 - The Employer agrees not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3.2 - The Union agrees not to consort, join forces with, or make arrangements with any other association or union for the purpose of coercing the Employer; and the members of the Union agree not to withhold their services due to strikes, work stoppages, or any labor strife between the employees and any other union or association, provided that said members are not required to place themselves in jeopardy to cross a picket line.

#### **ARTICLE 4 - PAYMENT OF UNION DUES**

Section 4.1 - During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an "Authorization for Deduction of Dues" form.

Section 4.2 - Deductions shall be made only in accordance with the provisions of said "Authorization for Deduction of Dues" form, a facsimile of which is attached hereto in Appendix E.

Section 4.3 - A properly-executed copy of such "Authorization for Deduction of Dues" form for each employee for whom Union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" forms which are incomplete or in error will be returned promptly to the Union by the Employer.

Section 4.4 - Deductions for each calendar month shall be remitted to the Union, with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

Section 4.5 - The Employer agrees to deduct from the wage of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by this remittance.

#### **ARTICLE 5 - PAYMENT OF SERVICE CHARGE**

Section 5.1 - Employees who do not make application for membership in the Union as outlined in Article 4 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

Section 5.2 - Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of the Agreement relating to noncompliance.

Section 5.3 - Deductions for each calendar month shall be remitted to the designated financial officer for the Union, with a listing of employees for whom said deductions were made, within fifteen (15) days after date of deduction.

Section 5.4 - The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 4, 5, and 6 of this Agreement.

### **ARTICLE 6 - UNION SECURITY**

Section 6.1 - To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union or pay a monthly service charge in an amount equal to the regular dues as a contribution toward administration of this Agreement.
- B. Employees covered by this Agreement as defined in the Article entitled, "Recognition," who are not members of the Union at the time it becomes effective, and employees hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days of service, shall commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in (A) above.

Section 6.2 - Any employee who fails to comply with the provisions set forth above shall, at the request of the Union to the Employer, be discharged from the service of the Employer ten (10) days after such employee receives notification from the Employer of such employee's violation of this Article.

### **ARTICLE 7 - EMPLOYEE REPRESENTATION**

Section 7.1 - It is mutually agreed that, for the purpose of operating under this Agreement, employees shall be entitled to representation by designated representatives, as follows:

- A. One (1) representative elected by the Union and one (1) alternate to act when the representative is absent shall be allowed time off without loss of compensation for Union business with the City, provided that approval for such time off is first requested and granted from the appropriate supervisor.
- B. Two (2) designated officers or their representatives of the Union shall be allowed, upon request and approval of their immediate supervisor, to attend meetings with the City of Northville on matters pertaining to terms and conditions of employment of employees represented by the Union.
- C. A bargaining committee of not more than three (3) employees shall be allowed time off without loss of compensation to participate in bargaining procedures, provided that such time off shall be limited to the employees' regular working hours. The committee must have prior approval before attending any scheduled bargaining session.

Section 7.2 - Chapter Chairman

- A. The Chapter Chairman of the Union may request and be granted time off without loss of pay to investigate and present grievances as outlined in Step 2, 3 and 4 of Settlement of Disputes.
- B. The Chapter Chairman may have time off to attend the meeting of the City Council and committees in session during regular working hours without loss of compensation when matters involving the Union are on the agenda. Prior notice and approval must be attained by the Chapter Chairman before such time off will be approved.
- C. Whenever the Chapter Chairman is required to perform administrative duties limited to internal Union business or functions, he shall be granted time off without compensation, but without loss of such benefits to which he would otherwise be entitled. Requests for such time off without compensation shall be granted upon prior notice to the appropriate supervisor.

**ARTICLE 8 - SETTLEMENT OF DISPUTES**

Section 8.1 - Whenever an employee believes he has cause for a grievance on any matter concerning his employment, it may be processed as set forth below; provided, however, this procedure is not intended to deny any employee's rights under any other legally-constituted agency of government.

- A. Step No. 1 - The employee, with the Union representative or the representative acting alone but in behalf of the employee, shall, within ten (10) working days of the occurrence of the grievance or the employee's knowledge of same, discuss the complaint with the employee's supervisor who is not represented by the Union. The supervisor shall then attempt to resolve the matter or shall orally respond to the Union representative or the employee within five (5) working days.
- B. Step No. 2 - If the grievance is not resolved at Step 1, the grievance shall be appealed to the Director of Public Works within ten (10) working days from the completion of Step 1. Said appeal shall be in written form. A meeting shall be held within the ten (10) working days. The Superintendent shall respond in writing to the Union within ten (10) working days of said meeting.
- C. Step No. 3 - If the grievance is not satisfactorily answered in Step No. 1, the Union representative may consult with the Chapter Chairman who shall present the grievance in writing to the City Manager within ten (10) working days after receipt of the answer in Step No. 2.

The City Manager, upon receipt of the grievance, shall schedule a meeting to hear the grievance to be held within ten (10) working days from the date the written appeal is received.

The City Manager shall answer the grievance in writing and shall forward said answer to the Chairman of the Union within ten (10) working days after the meeting provided for above.

- D. Step No. 4 - If the representative of the Union or his designated representative is not satisfied with the answer, he shall, within ten (10) working days after receipt of the answer from Step No. 3, submit the grievance and answers received in Step No. 2 and No. 3 in writing to the City Council, together with the reason the answers are unacceptable.

The Council shall appoint a committee to hear the grievance, and the report from said hearing shall be on the agenda of its next regular meeting or at a special meeting to be held within thirty (30) calendar days of receipt of the grievance at this level. During any such hearing, the aggrieved employee shall be permitted to have a Union representative present. Both parties shall be entitled to present testimony and evidence, have witnesses, and present their case and position.

- E. Step No. 5 - If the grievance is still unresolved after Step No. 4 and the grievance relates to the interpretation, application, or enforcement of this Agreement or any supplemental agreement, and the grievance has been fully processed through Step No. 4 of the grievance procedure as herein provided, it may be submitted to arbitration in strict accordance with the following:

- (1) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The Union and the City shall mutually agree upon the selection of the arbitrator. If, within seven (7) working days after notice, the parties are unable to agree upon an arbitrator, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator who will make a determination of the dispute in accordance with the rules of the American Arbitration Association.
- (2) The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of this Agreement, and he shall be without power and authority to make any decision, which:
  - (a) Is contrary to or inconsistent with or modifies or varies in any way the terms of this Agreement;
  - (b) Grants any wage increases or decreases;
  - (c) Grants any right of relief for any period of time whatsoever prior to the execution date of this Agreement;
  - (d) Would require the delegation, alienation, or relinquishing of any powers, duties, responsibilities, or obligations which by State Law or State Constitution the Employer can not delegate, alienate, or relinquish.



- (3) No settlement at any stage of the grievance except an Arbitration decision shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- (4) The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
- (5) There shall be no appeal from the Arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.
- (6) In the event a case is appealed to the Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- (7) The expense of the Arbitrator shall be shared equally by the parties. The grievant and his Union representative shall not lose pay for time off the job while attending the arbitration proceedings.

Section 8.2 - It is understood by the parties that to protect the procedure for dealing with grievances as outlined in this Agreement, and to ensure the movement of the grievance within the prescribed time limits, the following is agreed to:

- A. If the Union fails to appeal a grievance from Steps No. 1, 2, and/or 3 and 4 of the grievance procedure to the next step within the prescribed time limits, the grievance shall be considered resolved on the basis of the Employer's last answer.
- B. If the Employer fails to answer a grievance within the prescribed time limits of Steps No. 1, 2 and/or 3 and 4 of the procedure, the Union shall be granted the relief requested in said grievance.

It is further understood by the parties that the prescribed time limits of the grievance procedure may be extended by mutual written agreement.

### Section 8.3

- A. Employees suspended or demoted for cause may request through the Union a review of said suspension or demotion before the City Manager.
- B. The Union and the City Manager shall conduct independent investigations concerning the suspension or demotion.
- C. Prior to the review, the City Manager and the Union representative shall review the findings of their investigations.
- D. Reviews before the Employer concerning discharges, suspensions, and demotions for cause may be heard in a closed session, with only the principal Management representative, and such representative as deemed necessary by the Union.

## **ARTICLE 9 - SPECIAL CONFERENCES**

Section 9.1 - Special conferences for important matters will be arranged between the Local Chapter Chairman and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours. Members of the Union shall not lose time or pay for time spent in special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union may attend the special conference as one of the Union's two (2) representatives.

## **ARTICLE 10 - MANAGEMENT RIGHTS**

Section 10.1 - All powers and authority which the City has not specifically abridged, delegated, or modified by this agreement are retained by the City.

The Employer shall retain the sole right to manage and operate the various departments in which members of the bargaining units are employed, including, but not limited to, the sole and exclusive right to decide the number and assignment of employees, to create and abolish positions, to determine the need for work to be performed, to maintain order and efficiency, to make rules of conduct for employees; to hire, layoff, discipline, discharge, and promote employees, and to determine the starting and quitting time and the number of hours in each day to be worked, subject only to the terms of this Agreement.

Section 10.2 - No supervisor shall perform work regularly assigned to bargaining unit positions for the purpose of reducing the number of positions or amount of overtime worked. Supervisors shall be permitted to train and instruct employees, become familiar with experimental work on a new job, act in an emergency situation where the delivery of services to the public is actually threatened, to fill personnel shortages caused by scheduled employees not reporting for work, and to perform incidental services where unit employees are not displaced. Violations of this article shall be subject to the grievance procedure.

## **ARTICLE 11 - STRIKES AND LOCKOUTS**

Section 11.1 - As the parties agree that adequate procedures have been provided by this Agreement and the Public Employment Relations Act, as amended, for the settlement of grievances, disputes, and impasses which may arise between any one or more of the employees in this bargaining unit covered by this Agreement or the Union, its members, representatives, officers, committees and the Employer, the parties agree that the Union shall not call, cause, participate in, condone, or encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, concerted absenteeism, or any acts that interfere in any manner or to any degree with the continuity of services to the public, and the Employer agrees not to in any manner lock out Union members from their employment.

## **ARTICLE 12 - DISCIPLINARY PROCEDURE**

Section 12.1 - The City reserves the right to discipline and discharge for just cause. In any case where an employee disciplinary action is necessary, the following order of procedures shall be generally followed:

- A. Written reprimand
- B. Suspension or demotion
- C. Removal and discharge

Provided that nothing in this section shall prevent the supervisor from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper notice thereof to the Association at the time such immediate action is taken.

When the Union has a grievance involving a matter of discipline or discharge, the Union may initiate the grievance procedure at its option beginning with either Step No. 1 or Step No. 2 or Step No. 3.

### Section 12.2

- A. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.
- B. The Employer agrees that, upon imposing any other form of discipline, with the exception as provided in Section 12.1, the designated area steward or Union representative shall be promptly notified in writing of such action.
- C. The employee shall have the right to be represented by the steward or Union representative at all stages of disciplinary investigations and hearings. All disciplinary action shall be subject to the Grievance Procedure, or the employee may seek such other legal remedy as may be available to him without prejudice to his rights as provided by the Grievance Procedure.

- D. Any disciplinary action which occurred more than twenty-four (24) months prior to a current disciplinary action shall not be used as a cause for such current disciplinary action.

Section 12.3 - Each employee shall be advised of all items placed in his personnel file, and shall receive copies of all items not originally furnished by the employee himself.

Each employee's personnel file shall be open to his personal inspection during regular work hours at reasonable intervals. All inquiries concerning personnel records and requests to see those records shall be made only to the department supervisor.

## **ARTICLE 13 - TEMPORARY AND PROBATIONARY EMPLOYEES**

### Section 13.1

- A. All employees shall be classified according to one of the following:
- (1) Temporary Part-Time: An employee who may work up to fifty-two (52) weeks per year but who will average no more than twenty (20) work hours per week in any four (4) week period, excluding work hours resulting from replacement of Permanent Employees on vacation or sick leave.
  - (2) Temporary Full-Time: An employee who works more than twenty (20) work hours per week in any four (4) week period, but not for more than twenty-six (26) weeks in any one year.
  - (3) Permanent Part-Time: An employee who, when he is hired, is expected to be working more than twenty (20) hours but less than forty (40) hours per week for more than twenty-six (26) weeks in any one year.
  - (4) Permanent Full-Time: An employee who, when he is hired, is expected to be working forty (40) hours per week for more than twenty-six (26) weeks per year.
- B. Temporary Part-Time and Temporary Full-Time employees shall not be subject to Union membership nor the benefits and procedures provided in this Agreement. The Employer shall have the right to hire such employees for such wages and benefits as are necessary to obtain such employees' work.
- C. All Permanent Part-Time and Permanent Full-Time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees."
- (1) Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
  - (2) During the probationary period, an employee shall be eligible for employee benefits only as expressly provided in this Agreement. After an employee

has successfully completed his probationary period of employment, he shall become a Permanent Full-Time or Permanent Part-Time employee and his seniority shall start as herein before provided.

- (3) A Permanent Part-Time employee shall be entitled to all fringe benefits on a proportional basis equal to the proportion that his normal work week is to a 40-hour work week. The Employer shall not be required to provide benefits such as hospitalization if they cannot be provided on a proportional basis, unless the Permanent Part-Time employee elects to pay the cost of such benefits in excess of the proportion which the Employer should provide.
- (4) Probationary employees shall not be entitled to scheduled or unscheduled overtime except under the following conditions:
  - a) If overtime is required to complete a task at the end of a day and all regular part-time and full-time employees working "on the clock" have been asked and declined, the probationary employee may be asked to work the overtime. (Management will not be required to call in "off-duty" employees to perform this task.)
  - b) A probationary employee may work overtime in the event of an emergency where all employees are required to work.
  - c) A probationary employee may work scheduled or unscheduled overtime to address weather events where all employees are required to work.
  - d) A probationary employee may work scheduled or unscheduled overtime if management has made one attempt to ask each regular part-time and full-time employee, and cannot obtain enough employees to undertake the required task.
  - e) A probationary employee may work scheduled or unscheduled overtime if no other regular employee is certified / qualified to perform the task required.
- D. Temporary employees are intended to be hired for the purpose of meeting seasonal work loads or as aides to Permanent employees and not as alternatives or replacements for Permanent employees. Whenever the work of two (2) or more Temporary employees can be combined into one (1) or more Permanent employee positions, the Employer shall do so. The hiring or status of Temporary employees may be the subject of a Special Conference if called by either party.

#### **ARTICLE 14 - TEMPORARY ASSIGNMENT**

Section 14.1 - An employee may be assigned to a higher level classification for up to fifteen (15) working days within any period of thirty (30) work days, without being entitled to the compensation of the classification.

An employee who is assigned to a higher classification for more than fifteen (15) work days in any period of thirty (30) work days shall be entitled to the entrance level pay for the

classification to which he is assigned for the number of days in excess of fifteen (15) within the thirty-day period or until the assignment is interrupted, whichever is greater. The Employer may, in its discretion, pay the entrance rate during the first fifteen (15) days, in the case of an employee who has been specially trained to substitute in a specific higher level position.

### **ARTICLE 15 - NEW HIRES AND PROMOTIONS**

Section 15.1 - If an opening occurs, at least five (5) work days notice by posting shall be given prior to filling the opening from outside the bargaining unit. The employees, if any, who apply during the five (5) day posting period, who (1) are in classifications lower than that of the opening, and (2) meet the qualifications of the opening, shall constitute a promotion list. The most senior employee on the list who meets the qualifications of the position shall be given an opportunity to take the job, shall have a probationary period of ninety (90) days, and shall start at the entrance pay level, provided that no employee shall suffer a pay reduction as the result of a promotion. Qualifications shall include work record, certifications, written and skills tests, and experience in the elements of the higher job. If the employee is not able to perform the job satisfactorily, the next most senior employee on the promotion list who meets the qualifications of the position shall be given the opportunity to take the job, until the list is exhausted. If the list is exhausted, the Employer may then fill the opening from outside the bargaining unit.

### **ARTICLE 16 - RESIDENCY**

Section 16.1 - An employee of the Public Works Department shall be required to establish residency within ten (10) miles of the City of Northville within six (6) months from date of hire, and shall maintain his residence within said distance during his employment with the City; provided, that this shall not relieve the employee of his responsibility to be able to report to work on time and to be able to respond effectively to emergencies when on stand-by duty and when called in during inclement weather.

Section 16.2 - The ten (10) mile limitation in Section 16.1 shall not apply during any time that it conflicts with State laws or regulations. If there are no changes to Public Act 212 - SB No. 192, the employee shall be required to establish residency in accordance with that act within six months from date of hire and shall maintain his residency within the identified distance limitations during their employment with the City; provided, that this shall not relieve the employee of his responsibility to be able to report to work on time and to be able to respond effectively to emergencies when on stand-by duty and when called in during inclement weather.

Note: See map (Appendix F, page 37)

### **ARTICLE 17 - UNION BUSINESS LEAVE**

Section 17.1 - Any employee who is elected or appointed to a Union office which requires his full-time absence from work shall apply and be granted a leave of absence without pay for a period not to exceed two (2) years. A renewal of such leave of absence without pay will be subject to proof from the employee that he still is engaged in full-time Union activities for the American Federation of State, County, and Municipal Employees or any other union that represents that bargaining unit. Such proof shall be submitted on a yearly basis thereafter. Upon the return by said member from such leave of absence, he shall be returned to work of his previous classification with seniority accumulated throughout said leave.

## ARTICLE 18 - RESIGNATION

Section 18.1 - Any employee who desires to resign must present his resignation in writing to his department head or to the City Manager at least ten (10) days prior to his last day at work. Accrued vacation or other leave shall not be included as part of the ten (10) day notice period. Any employee failing to give such notice as set forth shall forfeit all leave benefits provided by this Agreement.

## ARTICLE 19 - PREMIUM PAY

### Section 19.1 - Definitions

The following definitions shall be used in computing payment under this Agreement:

- A. Work day: A work day shall be eight (8) scheduled consecutive hours (excluding meal periods).
- B. Work week: A work week shall be five (5) consecutively scheduled work days and the two (2) off duty days thereafter.
- C. Scheduled overtime: Scheduled overtime shall be any period of overtime, the assignment of which is made by Management during a regular work day, and which:
  - (a) is contiguous to a regular work day, or
  - (b) is at least four (4) hours long and occurs at least fifteen (15) hours after the end of the work day in which it is assigned.
- D. Unscheduled overtime: Unscheduled overtime shall be any period of overtime assigned by Management which is not scheduled overtime as defined in (C) above.

### Section 19.2 - Call Time

Employees of the bargaining unit who are called to work unscheduled overtime shall be paid a minimum of three (3) hours call time at their double time rate. All hours in any one period of unscheduled overtime in excess of the first three (3) hours shall be paid at the prescribed premium rate. Call time shall not overlap call time, nor the employee's regular work shift.

Overtime hours worked as an extension of the regular work shift, and assigned to be worked prior to punching out on the clock on the shift on which said overtime hours are worked, shall not be deemed to be call time.

### Section 19.3 - Stand-by Pay

One employee on call for a seven-day period shall receive stand-by pay according to pay scale sheet on page 22-23 for each day of such stand-by service. If the employee is unavailable when called out and has failed to make prior arrangements for a substitute, he shall forfeit the stand-by pay for that day. If the employee on stand-by is chronically unavailable without justification, he shall be subject to progressive discipline as outlined in Article 12. "Chronically unavailable"

shall be defined as unavailable three (3) consecutive stand-by assignment periods, or five (5) times in a one (1) year period. An employee on stand-by shall have a City provided pager or cell phone and must have it on and be within thirty (30) minutes drive of his work station (time as determined under normal driving conditions) while on stand-by. Further, employees on stand-by shall not consume alcohol nor any medication which would render them unfit for work unless relieved by a substitute.

#### Section 19.4 - Overtime

When prior authorization is given by the Employer, employees shall be paid overtime as follows:

- A. Time-and-one-half the regular hourly rate:
  - (1) For all hours worked in excess of eight (8) hours in any work day.
  - (2) For all hours worked on the employee's first scheduled off day.
  - (3) For all hours worked on employee holidays (such pay to be in addition to the regular holiday pay).
  
- B. Double the regular hourly rate:
  - (1) For all hours worked on the employee's second scheduled off day.
  - (2) For all hours worked on family holidays (such pay to be in addition to the regular holiday pay). Family holidays are defined in Appendix C.
  - (3) For the first three (3) hours of call time as provided in Section 19.2.

Employees entitled to overtime under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

The Employer can require an employee to work overtime to provide for safe or efficient services. The overtime list shall be exhausted before starting with the least senior person, who is qualified, to be ordered in.

An employee, after working 16 consecutive hours, and being granted permission by the Department Head with due regard to the employee and the needs of the Department, may choose to take a compensatory or sick day if ill, without forfeiting any overtime hours earned, instead of working his regularly scheduled shift. The compensatory time or sick pay shall be paid at straight time.

#### Section 19.5 - Shift Premium

- A. Day Shift: Employees scheduled and working on a shift commencing between the hours of 5:00 a.m. and 1:00 p.m. shall be considered working on the first or day shift and shall not be entitled to any wage differential.



- B. Second Shift: Employees scheduled and working on a shift between the hours of 1:00 p.m. and 9:00 p.m. shall be considered working on the second or afternoon shift and shall receive a thirty cents (\$.30) hourly wage differential above their normal hourly rate of all continuous hours worked.
- C. Third Shift: Employees scheduled and working on a shift commencing between the hours of 9:00 p.m. and 5:00 a.m. shall receive thirty-five cents (\$.35) hourly wage differential above their normal hourly rate for all continuous hours worked.

#### Section 19.6 - Saturday/Sunday Premium

- A. Employees covered by this Agreement and regularly scheduled to work on Saturday shall be paid thirty-five cents (\$.35) per hour in addition to their basic hourly rate on such a scheduled Saturday.
- B. Employees covered by this Agreement and regularly scheduled to work on Sunday shall be paid forty-cents (\$.40) per hour in addition to their basic hourly rate on such a scheduled Sunday.

#### Section 19.7 - Equalization of Overtime

Scheduled overtime shall be distributed as equally as possible, within the employee's classification and among those qualified to do such work.

An overtime chart shall be kept according to the present practice, the Union keeping track and equalizing daily, and made available to all employees. Management shall use the chart in assigning overtime, within the limits of qualifications required to perform any particular assignment.

If an employee refuses an overtime assignment for any reason or is not available at his residence or other location made known ahead of time to Management, then he shall be charged for an amount of overtime equal to that which he would have worked for purposes of overtime equalization, provided that, if an employee is not able to accept an overtime assignment because he is incapacitated by an injury suffered while working for the City in any department, which injury resulted in a Worker's Compensation Claim Report, then the employee shall not be charged for not accepting said assignment.

Laborers shall be given first opportunity to work unqualified overtime on jobs normally done by them on straight time for purposes of achieving more equality in overtime.

It is the intent of both the Union and Management that Section 19.7, Equalization of Overtime, shall be applied as follows:

- A. The overtime equalization chart shall be kept on a calendar year basis, and all employees shall begin on January 1st of each year with a zero balance.
- B. Overtime shall be distributed as equally as possible within the employee's classification. It is recognized that when an employee is promoted from one classification to another that the overtime for that employee will not be equalized with the other employees in the new classification for the entire calendar year, but rather from the time the employee enters the new classification for the balance of the calendar year.

- C. It is recognized that the weekend/stand-by duty requires a qualified employee because of the variety of qualified work which may be assigned or occur on an emergency basis during that duty. Therefore, unqualified work which may require doing as a minor or incidental part of the weekend/stand-by duty shall not be considered as work available to a Laborer for purposes of equalizing overtime. However, normal unqualified work which is not an incidental part of the weekend/stand-by duty shall be given to Laborers whenever possible.
- D. In order to maintain an equal distribution of overtime, an employee on weekend/stand-by rotation shall not be assigned to his next turn if, on the Monday preceding his next weekend assignment, his total overtime to date exceeds all other employees on the rotation by twenty (20) hours or more. If an employee is not assigned weekend duty on the basis of the above, the assignment shall be offered to the other employees on the rotation in the order of total overtime to date, beginning with the employee who has the lowest total.
- E. It is understood that overtime may vary from one employee to another by more than twenty-five (25) hours at certain times. However, it is intended that overtime will be equalized within twenty-five (25) hours at the end of each calendar year for all employees in classification above Laborer, and separately for all employees in the Laborer classification.

#### Section 19.8 - Permanent Employees' Right to Overtime

Permanent full-time employees shall be given opportunity to work overtime before temporary or part-time employees, provided that this shall not prohibit a temporary or part-time employee from working a small amount of overtime on a limited basis to complete a job which he was doing during his regular shift.

#### Section 19.9 – Compensatory Time

- A. It is agreed by the parties that all overtime earned by the members of the bargaining unit may be used, at the members' option, in the form of overtime rate or compensatory time off equaling the overtime rate. The compensatory time must be used within one (1) year from the date of earning. The use of compensatory time must be scheduled and pre-approved by the Employer.
- B. The employee must designate on the workday following the day they have earned the overtime whether they want to exercise the compensatory time provision of (A) above. If the employee does not so designate a choice, they will be paid for the overtime worked in that period.
- C. The employee choosing compensatory time shall be able to accumulate a bank of up to a maximum of forty (40) hours. Any overtime that exceeds that shall be paid at the overtime rate of pay it was earned.

#### Section 19.10 - Pay Periods

Paychecks will be provided on the City's regular bi-weekly payroll schedule.

### Section 19.11 - Meal Allowance

If an employee is called in to work unscheduled overtime, then the employee shall receive a meal allowance of seven dollars (\$7.00) for each four (4) hours of consecutive overtime worked; provided that no meal allowance shall be paid for the last such period or partial period of consecutive overtime. If an employee works four (4) hours or less of unscheduled overtime, no meal allowance shall be paid; provided that, if an employee works four (4) hours of unscheduled overtime immediately preceding the regular shift, then one meal allowance shall be paid.

If an employee is scheduled for overtime as a continuation of the shift, then the employee shall receive a meal allowance of seven dollars (\$7.00) for the first two (2) hours of consecutive overtime, and for each subsequent four (4) hours of consecutive overtime; provided that no meal allowance shall be paid for the last such period or partial period of consecutive overtime. No meal allowance shall be paid for scheduled overtime, except as provided in this paragraph.

## **ARTICLE 20 - SENIORITY**

### Section 20.1 - Granting of Status

Seniority shall be granted to all permanent employees who have completed their probationary period consisting of six (6) months. Upon completion of the probationary period, seniority shall be granted from the first day of employment.

### Section 20.2 - Eliminating Positions

If a position is eliminated, the employee who held the eliminated position shall have the right to replace any employee with less seniority; provided that the higher-seniority employee must meet the qualifications of the position he moves into, and shall be subject to a probationary status in the position for the first ninety (90) days. If an employee fails to complete his probationary period, he may replace another lower-seniority employee in another classification, and the above procedure shall again apply.

An employee replaced by a higher-seniority employee shall have the same right to replace another employee with less seniority. If there is no lower seniority employee to replace or the employee chooses not to replace a lower seniority employee, then the employee shall be placed on layoff status.

### Section 20.3 - Layoff and Recall

If an employee with seniority is laid off, he shall be given a minimum of thirty (30) days written notice of such layoff. Upon the effective date of his layoff, he shall be placed on a Recall List by the Employer, together with his seniority date and layoff date. An employee shall remain on the Recall List until he is recalled by the Employer, or until he has been on the Recall List for a period of two (2) years from the date of layoff, whichever occurs first.

When the Employer has a position to fill within the Bargaining Unit, and after compliance with Section 15.1, the employee on the Recall List with the highest seniority who meets the qualifications of the position shall be given the opportunity to fill the position, subject to a probationary period of ninety (90) days. If the employee fails to complete his probationary

period, he shall be returned to the Recall List with his original layoff date, and the Employer shall repeat the recall procedure until there are no qualified persons remaining on the Recall List.

The City shall have the right to assign an employee on the Recall List to a temporary position, and this shall not affect his status on the Recall List in any way.

#### Section 20.4 - Loss of Seniority

- A. An employee shall lose all seniority rights in the event that he:
- (1) Quits or retires;
  - (2) Is discharged for proper cause;
  - (3) Is absent from work for three (3) consecutive work days without justifiable reason and without prior notification to the Employer;
  - (4) Has, under false pretenses, obtained a leave of absence or fails to return to work upon the expiration of a leave of absence without obtaining an extension thereof from the Employer;
  - (5) Has not worked for the Employer in any capacity due to layoff for a consecutive number of days which is greater than their seniority or two years, whichever is the lesser;
  - (6) Overstays a leave of absence or vacation, unless prior to the expiration of such leave, a request is made and granted by the Employer for such extension of leave time. In the event that an employee is not able to return at the end of the approved leave period, the Employer may consider reasonable circumstances that have caused the employee to be delayed from his expected date and time of return to work.
- B. If an employee resigns or retires from his employment, the Employer may reinstate such an employee within ninety (90) days of such retirement or resignation, if the reason for the retirement or resignation was beyond the personal control of the employee such as a job change by a spouse or health problems, and the circumstances change to allow the employee's return.

The employee shall state in writing the circumstances beyond his personal control at the time he retires or resigns, and the Employer shall respond in writing to the employee and the Union either (1) that the employee has the right to reinstatement with seniority for ninety (90) days; or (2) that the circumstances do not justify reinstatement with seniority. If the Union disagrees with the Employer's response to the employee, it may request a conference meeting to discuss the matter.

#### Section 20.5 - Promotion of Bargaining Unit Employees Into Supervisory Positions

- A. A bargaining unit employee may be promoted to a supervisory position, and his present position may be left vacant for a period of 180 days; or the City may hire a

probationary employee for that period to accomplish a balance unit and to prevent a depletion in its present work force.

- B. If during the first 180 days after this promotion it is determined that said employee will be transferred back to the bargaining unit, he shall return to his present classification with all seniority rights which he had at the time of promotion out of the bargaining unit; be it whether the determination comes from the City or the said employee, provided that no member of the bargaining unit with seniority shall suffer a layoff because of such transfer back to the bargaining unit.
- C. The City and the Union mutually agree that this procedure for promotion into supervisory positions shall not be used as a technique to terminate the employment of a probationary supervisor, by promoting an employee to supervisor and eliminating his vacant position, thereby preventing his return to the bargaining unit during his probationary period without a layoff of another employee with less seniority. At the same time, it is recognized by the Union that circumstances could arise during a supervisory foreman's probationary period which would necessitate a reduction in the work force by the City for financial or other legitimate reasons. Therefore, during any foreman's probationary period, if the City finds it necessary to reduce the number of positions in the Department of Public Works, the City shall give the Union seven (7) days written notice of such necessity, and the probationary foreman will have the right to return to his present vacant classification, prior to a reduction in the work force allowing the normal seniority procedure provided in the contract.
- D. The probationary period for such a promotion shall be 180 days. The 180th day shall be called neutral. On the 180th day, said employee shall choose between supervision and the Bargaining Unit. After the period of 180 days, he shall lose all bargaining and seniority rights. He can only be transferred back as a new employee or new hire with no seniority rights as provided in the existing working Agreement.

## **ARTICLE 21 - CONTRACTING AND SUBCONTRACTING**

Section 21.1 - The Union recognizes the Employer's need and responsibility to accomplish work in the most effective and efficient manner possible, and the Employer recognizes that it is counter-productive to employees' morale and therefore their efficiency to implement layoffs without adequate study and planning, or for reasons other than operating effectiveness and efficiency or economic necessity. Therefore, the Union and Employer agree to the following policy concerning contracting and subcontracting and its relation to layoffs:

- A. If the Employer intends to lay off one or more employees, the Employer shall give written notice of its intent to the affected employees and the Union at least thirty (30) working days prior to such layoff. The Employer shall state the reasons for the layoff, and the Union may request a conference meeting to discuss the matter with the Employer during the thirty (30) days prior to the scheduled layoff.
- B. Private Sector: During the term of this agreement, the Employer shall not contract or subcontract any public work which results in the layoff of any employee in the bargaining unit, if the Employer can reasonably expect to be able to perform such work as effectively and efficiently using existing employees.

- C. Public Sector: The City shall have the right to subcontract bargaining unit work to other units of government, or to merge or consolidate operations with another unit of government, upon prior written notice to the Union; provided that (1) no current member of the bargaining unit who has seniority shall be laid off or demoted as a result of the subcontracting, merger, or consolidation; and (2) no current member of the bargaining unit who has seniority shall receive a reduction in wages or benefits as a result of the subcontracting, merger, or consolidation.
- D. Nothing herein shall be intended or construed to limit the Employer's rights to layoff employees because of a reduction in bargaining unit work; to contract or subcontract public work as an alternative to working employees on overtime; and to leave positions unfilled which become vacant from suspension, resignation, or retirement, and to contract work previously done by such a vacant position.
- E. Nothing in this Article shall be construed to conflict with, or supersede, Article 10 (Management Rights).

## **ARTICLE 22 - EMPLOYEES SAVINGS CLAUSE AND WAIVER**

Section 22.1 - The basic wage rates (Appendix A), water certification pay adjustment (Appendix B), and fringe benefits (Appendix C), the disability program (Appendix D), the "Authorization for Deduction of Dues " form (Appendix E), and residency map (Attachment F) are attached to make a part of this Agreement.

All fringe benefits including, but not limited to, pensions, longevity pay, hospitalization insurance, life insurance, annual leave, sick leave, bereavement leave, and holidays not changed or covered in this Agreement that are not being received by all employees shall remain in full force and effect.

Section 22.2 - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any other subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The parties mutually agree that if the Employer seeks to introduce new technology or other matters not within the knowledge or contemplation of either of the parties at the time that they negotiated and signed this Agreement, that they will inform the Union and bargain over such changes if they affect wages, hours, or other terms and conditions of employment.

**ARTICLE 23 - SEVERABILITY CLAUSE**

Section 23.1 - The signatories agree that after execution of this contract, it shall be a valid contract and shall bind the parties hereto. Should any court, board or agency rule that any parts of this contract are void or of no effect, the remaining parts of the contract will continue to be binding on the parties.

**ARTICLE 24 - TERM OF AGREEMENT/SIGNATURE PAGE**

Section 24.1 - The contract shall be effective from July 1, 2004 through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE UNION:

FOR THE EMPLOYER:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 25, AFL-CIO LOCAL 2720

CITY OF NORTHVILLE

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Bargainer

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Representative Council 25

\_\_\_\_\_

**APPENDIX A  
POSITION, CLASSIFICATION, AND PAY SCALE  
CITY OF NORTHVILLE**

**2004-05 Contract Year****(Effective 7/1/04)**

	<b>Start</b>	<b>6 mos</b>	<b>1 year</b>	<b>2 years</b>
Serviceperson	\$ 10.75	\$ 11.32	\$ 11.87	\$ 12.44
Laborer	15.76	16.58	17.51	18.32
Equipment Operator	19.36	20.20	20.67	
Sr. Equipment Operator*	21.21			
Mechanic	21.66			
Senior Mechanic	21.84			
Working Foreman	21.43	21.67	21.84	

Stand-by Pay (Flat Rate) \$ 28.00

(Effective 8/16/04)

	<b>Start</b>	<b>6 mos</b>	<b>1 year</b>	<b>2 years</b>
Working Foreman	22.07	22.32	22.50	

**2005-06 Contract Year****(Effective 7/1/05)**

	<b>Start</b>	<b>6 mos</b>	<b>1 year</b>	<b>2 years</b>
Serviceperson	\$ 11.05	\$ 11.63	\$ 12.20	\$ 12.78
Laborer	16.19	17.04	17.99	18.82
Equipment Operator	19.89	20.76	21.24	
Sr. Equipment Operator*	21.79			
Mechanic	22.26			
Senior Mechanic	22.44			
Working Foreman	22.68	22.93	23.12	

Stand-by Pay (Flat Rate) \$ 28.77

**2006-07 Contract Year****(Effective 7/1/06)**

	<b>Start</b>	<b>6 mos</b>	<b>1 year</b>	<b>2 years</b>
Serviceperson	\$ 11.41	\$ 12.01	\$ 12.60	\$ 13.20
Laborer	16.72	17.59	18.57	19.43
Equipment Operator	20.54	21.43	21.93	
Sr. Equipment Operator*	22.50			
Mechanic	22.98			
Senior Mechanic	23.17			
Working Foreman	23.42	23.68	23.87	

Stand-by Pay (Flat Rate) \$ 29.71



**2007-08 Contract Year****(Effective 7/1/07)**

	<b>Start</b>	<b>6 mos</b>	<b>1 year</b>	<b>2 years</b>
Serviceperson	\$ 11.78	\$ 12.40	\$ 13.01	\$ 13.63
Laborer	17.26	18.16	19.17	20.06
Equipment Operator	21.21	22.13	22.64	
Sr. Equipment Operator*	23.23			
Mechanic	23.73			
Senior Mechanic	23.92			
Working Foreman	24.18	24.45	24.65	
Stand-by Pay (Flat Rate)	\$ 30.68			

\* An employee is eligible for promotion to Senior Equipment Operator upon completion of five (5) years of continuous service in the DPW and upon acquiring the necessary skills and abilities to efficiently operate all of the equipment used in the DPW's operations.

**APPENDIX B****PAYSCALE ADJUSTMENTS AND BONUS PROGRAM FOR CERTIFICATIONS****1) Water Certifications**

Each DPW employee who obtains and maintains a State water certification shall have his base payrate adjusted according to the following schedule:

Water Distribution System Level 4 (WDS-4):	+ 0.8%
Water Distribution System Level 3 (WDS-3):	+ 1.6%
Water Distribution System Level 2 (WDS-2):	+ 2.4%
Water Distribution System Level 1 (WDS-1):	+ 3.2%

**2) Mechanic Certifications**

Mechanics or Senior Mechanics may obtain and maintain additional certifications beyond the initial Mechanics Certification. Each Mechanic or Senior Mechanic who obtains a 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Mechanic Certification shall receive an annual bonus payment of \$200 for each certification achieved up to an annual maximum bonus amount of \$600. Bonus(s) will be paid during the first pay period in December for certifications earned during the 12 month period ended November 30th. All certifications must be pre-approved in writing by the Director of Public Works. Further, proof of certification must be provided to receive the Mechanic Certification bonus payment.

**3) Pesticide/Herbicide Certifications**

A maximum of three (3) DPW employees shall be eligible to receive an annual bonus for Herbicide / Pesticide Certifications. All certifications must be pre-approved in writing by the Director of Public Works. Further, proof of certifications must be provided to receive the Herbicide / Pesticide Certification bonus payment. The bonus shall be in the amount of \$150 and shall be paid during the first pay period in December for certifications earned during the 12 month period ended November 30th.

**APPENDIX C  
FRINGE BENEFITS**

1. Vacation Leave

- A. The time at which an employee shall take a vacation shall be determined by the Department Head with due regard to the employee and particular regard to the needs of the department. Sufficient and advance notice shall be given the Department Head, allowing him to make up vacation schedules and to arrange his working schedules accordingly.
- B. Subject to Section 13.1.C(3), all permanent employees shall be eligible to accumulate and receive vacation leave benefits. No employee shall be entitled to vacation leave credit until he shall have completed twelve (12) months of service. Each employee shall earn vacation leave according to the following schedule:

<u>For Seniority Of</u>	<u>Vacation Leave Earned</u>
One to four years	12 days (96 hours) each year
Five to nine years	17 days (136 hours) each year
Ten to fourteen years	22 days (176 hours) each year
Fifteen to nineteen years	25 days (200 hours) each year
Twenty years or more	27 days (216 hours) each year

- C. Each employee may accumulate no more than thirty (30) working days (240 hours) of vacation leave, unless the Department Head certifies that scheduling difficulties caused the larger accumulation.
- D. If an employee leaves the services of the City before completing twelve (12) months of work, he will receive no vacation pay. An employee who has served more than twelve (12) months will be paid for any unused vacation leave due him when he leaves the City's service. Vacation leave shall not be taken in advance.
- E. Vacation shall be scheduled by seniority during the period January 1st through January 31st of each year. Each employee shall notify his supervisor each year by January 31st of his choice. After January 31st, vacation dates shall be given to the first employee requesting them. Vacation requests after January 31<sup>st</sup> must be made at least one (1) week in advance, effective January 1, 2005.
- F. An employee may request to be paid for a portion of his vacation earnings during the current year, if he has taken vacation leave during the current year equal to at least one week. Such requests shall be made on the form provided by the City, and submitted to the City Manager no later than November 15th of the current year. The payment shall be made on the first payday in December (except that if that payday is later than December 5, then these payments will be made on the last payday in November), and the vacation days paid for shall be deducted from the employee's balance. In no case may any employee request payment for anticipated future vacation earnings which have not been credited to his vacation leave balance.

## 2. Sick Leave

- A. Subject to Section 13.1.C(3), all permanent employees shall earn sick leave with pay at the rate of one (1) working day (8 hours) for each month of employment. One-half month or more shall count for one (1) day. Part-time employees shall not earn sick leave. Vacation may be used as sick leave upon employee's request. No employee shall be entitled to sick leave credit until completion of six (6) months service at which time he will be credited with six (6) working days (48 hours) sick leave.
- B. Sick leave shall be allowed upon employee request only in case of:
- I. (1) Personal illness or physical incapacity.
- (2) Required to attend a member of his immediate family (spouse, children, parents) who is ill or incapacitated  
or
- II. Family and Medical Leave Act/Maternity Leave
- (1) The City shall comply with the Family and Medical Leave Act. Requests for a leave under this Act must be submitted in writing to the City Manager at least thirty (30) days in advance, if the need for such leave is foreseeable.
- (2) Any leave under the Family and Medical Leave Act, due to the employee's serious health condition, shall be charged to the employee's sick leave bank. An employee may take the remaining balance of the leave as an unpaid leave of absence after exhausting his sick bank. The total leave shall not exceed twelve (12) weeks.
- (3) An employee who takes a leave due to a "serious health condition" as defined by the Family and Medical Leave Act, but who is still incapacitated at the end of the leave period, may request an additional leave of absence from the City Manager.
- (4) An employee who becomes pregnant shall be entitled to maternity leave of absence from the time the doctor certifies that she is physically unable to work prior to delivery, until the doctor certifies she is physically able to return to work after the delivery of her child and her authorized leave under this Section of this Appendix has expired.
- The Department Head or City Manager may require competent proof of illness or the need for attending a member of the immediate family and may disallow sick leave in the absence of such proof.
- C. If there are no sick days taken within the calendar year, there will be an additional three (3) bonus days (24 hours) added to the following calendar year's vacation period, said days not to be deducted from accumulated sick leave. One (1) bonus day (8 hours) will be granted if less than five (5) sick days (40 hours) are used in said calendar year.

- D. Unused sick leave shall be accumulative to a maximum of One Hundred Seventy-Five (175) working days (1,400 hours). Fifty percent (50%) of the accumulated sick leave up to One Hundred Twenty (120) working days (960 hours) will be paid in cash to the employee at his current rate of pay in the event of his retirement or disability retirement under the rules and regulations of the Pension Plan; and Twenty-Five percent (25%) paid up to One Hundred Twenty (120) days (960 hours) after ten (10) years service upon resignation.
- E. An employee is required to notify the appropriate City official as early as possible of his intent to use sick leave, subject to departmental regulations.
- F. If an employee is injured while on duty, absence from work because of such injury shall be treated as follows:
- (1) During the first ten (10) consecutive days of such absence from work, the employee shall not be charged for sick leave days, and he shall receive his regular straight-time wages or salary. Any payment received from Worker's Compensation and income disability insurance for the first ten (10) days of absence shall be turned over to the City.
  - (2) From the eleventh (11th) consecutive day of such absence from work and thereafter, the employee shall not be charged for sick leave days, and he shall receive his Worker's Compensation and income disability insurance payment in lieu of his regular wages of salary; provided that, with the approval of the City Manager, in any case where such insurance payments do not provide the normal take-home pay, the employee may supplement such insurance payments with a proportionate use of accumulated sick days to provide such normal take-home pay.
  - (3) If an employee is also a City of Northville Paid On Call Fireman, and is injured in the course of official duties for the City Fire Department and such injury results in a bonafide Worker's Compensation Claim, then such injury shall be deemed to have occurred "while on duty" for purposes of this section.

### 3. Bereavement Leave

In the case of the death of an employee's spouse, child, step-child, or parent, the employee shall be allowed up to six (6) days non-accumulating leave.

In the case of the death of a member of an employee's immediate family other than provided above, or in the case of the death of a member of his spouse's immediate family, the employee shall be allowed up to three (3) days non-accumulating leave.

In either case, if the funeral of the deceased is located more than two hundred (200) miles away from the City of Northville, then one additional day shall be allowed. "Immediate Family" shall be limited to grandparent, grandchild, brother, sister, or spouse's parent.

#### 4. Military Leave

Military leave will be granted to any employee who is a member of an armed forces reserve unit. Request for military leave required for service in the reserve unit shall be made to the Department Head and approved by the City Manager upon presentation of proper evidence by the employee; the difference in pay between an employee's regular pay and military pay will be allowed.

#### 5. Leave of Absence - General

Other leaves of absence requested by an employee must be made in writing to the Department Head and may be granted by the Department Head with the consent of the City Manager.

Permission shall be requested prior to absence where feasible. Absence without permission of the Department Head or the City Manager shall be without pay and the employee shall be subject to disciplinary action.

#### 6. Holidays

A. Employees in the bargaining unit will be granted the following twelve (12) holidays with pay, on the day prescribed by State law where applicable:

##### Family Holiday

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving  
 Christmas Day

##### Employee Holiday

New Year's Eve Day  
 Martin Luther King Day  
 President's Day  
 Good Friday  
 Day After Thanksgiving  
 Day before Christmas Day

B. A holiday which falls on a Saturday shall be observed on the preceding Friday. A holiday which falls on Sunday shall be observed on the following Monday. If two (2) holidays fall together on Friday and Saturday, they shall be observed on Thursday and the Friday. If two (2) holidays fall together on Sunday and Monday, they shall be observed on the Monday and Tuesday.

#### 7. Social Security

Upon appointment with the City of Northville, eligible employees are automatically covered by Social Security with the required payroll deductions.

#### 8. Retirement System

A. Each permanent employee shall become a member of the City's retirement system and shall abide by all the rules and regulations thereof.

- B. Effective on July 1, 1980, the City's C-1 Plan of the Michigan Municipal Employees Retirement System (MERS), with the Section 47F Waiver, shall be converted to a fully employer-paid plan in accordance with MERS regulations.
- C. Effective June 1, 1993, the Retirement Benefit was changed to the MERS B-3 Plan and the F-50 Rider to allow retirement at age 50 with at least 25 years of service.
- D. Effective 1/1/98, the City's plan for existing covered employees on the payroll as of February 3, 1997, shall be the MERS Defined Benefit B-4 Plan including the F-50 Rider;
- E. For employees hired after February 3, 1997, the pension program will be a Defined Contribution Plan. The Defined Contribution Plan shall be as follows:
  - (1) Employer Contribution- an amount equal to 10% of all salary, longevity, overtime and shift premium into MERS Defined Contribution Plan through ICMA-RC, with employee directed investments among any offered options. The 10% of covered compensation is capped by applicable IRS limits;
  - (2) Vesting Schedule - The vesting schedule for this plan is as follows:
 

1 Year+ TO 3 Years	25%
3+ Years TO 5 Years	50%
5+ Years TO 7 ears	75%
7+ Years	100%
  - (3) There shall be no loan or early withdrawal options.
  - (4) Defined Contribution Plan members ONLY shall be covered through an employer paid Long Term Disability insurance policy with "own occupation" definition, 180-exclusion period, 50% of pay to age 65.

## 9. Insurance

- A. Federal / State Health Care: Should any new federal or state legislation change the Employer-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the Employer shall not be obligated to continue to provide coverages which are similar or substantially duplicative of any mandatory federal or state health coverages for which the Employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.
- B. The plans and provisions of the fully insured program are outlined below. Detailed benefit provisions are specified in the benefit descriptions provided by the respective carriers.
  - (1) ACTIVE EMPLOYEES - Active employees, during the open enrollment period, may elect one of three health insurance plans, or elect to opt out of coverage.

MEDICAL / DENTAL / VISION PLANS OFFERED THROUGH  
DECEMBER 31, 2004 ARE:

I. BCN Plan G HMO; \$10 Generic/\$20 Brand Name drug rider or;

II. M CARE POS Plan III; \$10 Generic/\$15 Brand Name drug rider or;

Each of the above plans shall have monthly premium paid by the employer.

III. Community Blue Plan I; \$15 drug rider.

The employee payroll deduction for monthly premium copay shall be:

Single	\$30/month
2 Person	\$50/month
Family	\$60/month

For each of the above plans, the employer will pay one (1) FC Rider at a time per employee to the 23<sup>rd</sup> birthday of the covered dependent. Additional FC riders to the 23<sup>rd</sup> birthday will be provided with a 50% premium co-pay. For eligible dependents from age 23 to age 25, additional FC Riders are available at the employee's cost through payroll deduction.

For employees enrolled in either the BCN, M-Care, or Community Blue Plan the City will reimburse up to \$5 on generic and up to \$10 on prescription drug Brand Name co-pays for BCN plan; up to \$5 on generic and prescription drug Brand Name co-pays for M-Care plan; and up to \$5 on generic and prescription drug Brand Name co-pays for the Community Blue plan); reimbursement on a quarterly basis provided the employee submits receipts, and signs a waiver stating the City cannot guarantee confidentiality of information submitted with reimbursement request. Amounts submitted for such reimbursement shall not be eligible for submission through Section 125 Cafeteria (Flexible Benefits) Plan described below.

MEDICAL Plans offered effective January 1, 2005:

- BCN Plan E HMO; \$5 Generic/\$30 Brand Name drug rider.

Active employee premium co-payment is per pay period, with an annual increase of 5%, as shown below.

	<b>Single</b>	<b>2 Person</b>	<b>Family</b>
1/1/05	\$10.00	\$20.00	\$30.00
1/1/06	\$10.50	\$21.00	\$31.50
1/1/07	\$11.03	\$22.05	\$33.08

OR

- M Care POS Plan III; \$15 Generic/\$30 Formulary/\$60 Non-Formulary drug rider. Active employee premium co-payment is per pay period, with an annual increase of 5%, as shown below.

	<b>Single</b>	<b>2 Person</b>	<b>Family</b>
1/1/05	\$12.00	\$24.00	\$36.00
1/1/06	\$12.60	\$25.20	\$37.80
1/1/07	\$13.23	\$26.46	\$39.69

The City will have the right to eliminate M-Care if necessary to avoid the “load” to the Blue Cross Rates as a result of participation levels. If M-Care program is terminated, those employees in M-Care as of July 1, 2004 may choose to participate in Community Blue with a premium co-payment equal to that of the employees who were enrolled in Community Blue as of July 1, 2004 as shown below.

OR

- Community Blue Plan II; \$15 Generic/\$30 Formulary/\$60 Non-Formulary drug rider. Active employee premium co-payment is per pay period, with an annual increase of 5%, for employees enrolled after July 1, 2004, as shown below.

	<b>Single</b>	<b>2 Person</b>	<b>Family</b>
1/1/05	\$50.00	\$90.00	\$125.00
1/1/06	\$52.50	\$94.50	\$131.25
1/1/07	\$55.13	\$99.23	\$137.82

For employees enrolled in Community Blue as of July 1, 2004, the premium co-payment per pay period, with an annual increase of 5%, is shown below.

	<b>Single</b>	<b>2 Person</b>	<b>Family</b>
1/1/05	\$16.00	\$30.00	\$58.00
1/1/06	\$16.80	\$31.50	\$60.90
1/1/07	\$17.64	\$33.08	\$63.95

#### FC Riders

For employees hired after July 1, 2004: For each of the above three plans, the Employer will pay one (1) FC Rider at a time per employee to the 23rd birthday of the covered dependent. The City will pay 50% of the total premium cost for the second FC Rider to the 23rd birthday of the covered dependent. Additional FC Riders are available at the employee’s cost for eligible dependents to age 25 through payroll deduction.

For Employees hired prior to July 1, 2004: For each of the above three plans, the Employer will pay one (1) FC Rider at a time per employee to the 23rd birthday of the covered dependent. Additional FC Riders to the 23rd birthday of the covered dependent will be available to employees with a premium co-payment of \$13 per pay period each. Additional FC Riders are available at the employee’s cost for eligible dependents to age 25 through payroll deduction.



For employees enrolled in the BCN, M-Care or Community Blue Plans above, the City will reimburse up to \$5 per eligible prescription on a quarterly basis, provided the employee submits receipts and signs a waiver stating the City cannot guarantee confidentiality of information submitted with reimbursement request. Amounts submitted for such reimbursement shall not be eligible for submission through Section 125 Cafeteria (Flexible Benefits) Plan described below.

VISION - BC/BS Vision A-80-employer paid premium.

DENTAL - BC/BS Dental Preferred Option C-employer paid premium.

Active employees may opt out of all City insurance coverages with proof of other medical coverage, and receive an amount equal to single, or two person/family cost, as applicable, of the lowest cost medical plan (BCN Plan E) cost medical plan only, per month under the Section 125 Plan.

(2) **RETIREES**

The medical insurance provisions contained in this Section 9 are only available to employees who take a normal or disability retirement, not a deferred retirement.

The retiree premium paid by the City shall be per the applicable vesting schedule in Section V. Failure of the employee to pay his premium will result in loss of coverage due to non-payment.

All pre-Medicare eligible retirees, who retire after July 1, 2004, for the duration of this collective bargaining agreement, will be provided with medical, dental, and prescription drug insurance described in subsection 9(B)(1). However, the level of future coverage for pre-Medicare retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements. The plan options will include those available to all active City employees if allowed by the insurer(s).

For Medicare-eligible retirees who retire after July 1, 2004, for the duration of this collective bargaining agreement, the City will pay, per the vesting schedule described in Section 3, Medicare Part B premium for retiree and eligible spouse, dental and Medicare complementary coverage with a \$15/\$30/\$60 drug card. However, the level of future coverage for Medicare-eligible retirees, who retire after July 1, 2004, shall be modified to be identical to that provided to Medicare-eligible employees who retire under subsequent collective bargaining agreements.

Each of the plans made available to the retirees shall have the monthly premium paid by the employer per vesting schedule below.

Insurance opt-out - If a retiree does not wish to utilize City coverage, he may, at his option, receive dollar amount equal to City paid portion (per vesting schedule) either single, or two-person for retiree and spouse to whom retiree was married as of date of retirement Community Blue premium per month.

Reentry into City insurance may occur, if allowed by insurer(s), at open enrollment period.

Opt out, reentry both eliminated if retiree covered by national health insurance program.

No new dependents will be added under City health coverage after retirement or deferred retirement including, but not limited to, new spouses, additional children, natural or adopted, with the provision that new dependent children may be added at retiree cost, said cost to be payable in advance in the same manner as COBRA payments.

Federal / State Health Care: Should any new federal or state legislation change the Employer-provided health care coverage, all health care coverage will be subject to coordination of benefits. Further, the Employer shall not be obligated to continue to provide coverages which are similar or substantially duplicative of any mandatory federal or state health coverages for which the Employer is required to pay by law. This section shall take effect upon the effective date of any such newly mandated federal or state health care coverage.

(3) POST RETIREMENT HEALTH CARE VESTING SCHEDULE;

Vesting period for post retirement health care coverage shall be graduated with ten (10) year minimum actual service, graduated to a maximum of full coverage, per schedule below:

Less than 10 years full time service	= no coverage
10 years full time service	= 40% x City share x premium
Each additional full year	= +4% x City share x premium
25th year	= 100% City share of premium as paid above

- C. Alternative plans for the above coverages may be implemented by mutual consent of the Employer and the Union.
- D. Employees shall have one open enrollment period per plan year, following the initial year, at which time they may change their plan option; may add or delete cash-in-lieu option at Section 125 Plan election date, or upon qualifying life event per IRS regulations.
- E. Disability Insurance shall be provided by the City for each employee as a supplement to the U. S. Social Security Act and/or Worker's Compensation, as described in Appendix D, "Disability Income Insurance Description."

- F. Group Term Life Insurance shall be provided by the City with \$60,000 Life and \$120,000 Accidental Death and Dismemberment.
- G. The City will provide in its hospitalization policy for a retiree medical coverage, prescription rider, and dental coverage described in Section 9 B. The City will pay the premium for the retiree and his spouse as long as either is receiving pension benefits from the City's retirement plan.
- H. The City will offer a Section 125 Cafeteria Flexible Benefits Plan, including dependent care, medical expense reimbursement, and premium accounts, and the cash-in-lieu option.

#### 10. Longevity Pay

- A. Subject to Section 13.1.C(3), each permanent employee shall receive annually, after five (5) years service, a longevity payment of \$250.00, plus \$50.00 for each year of service thereafter through the twentieth (20th) year, plus \$60.00 for each year of service in excess of twenty (20) years.
- B. The annual longevity payment shall be made on the first payday in December. For purposes of computing longevity pay only, an employee will be deemed to have completed five (5) years of service as of December 1st of the City fiscal year (i.e., July through June) in which the employee attains the fifth (5th) employment anniversary.  
  
Upon termination of employment for any reason, the final longevity balance will be pro-rated based on the anniversary date.
- C. The payment of Longevity cash will be paid on the first payday in December; except that if that payday is later than December 5, then these payments will be made on the last payday in November.

#### 11. Mileage Reimbursement

Employees required to use their private vehicles in the performance of assigned duties shall be paid for actual mileage driven on the basis of IRS tax deductible rate per mile.

#### 12. Breaktime

DPW employees shall receive fifteen (15) minutes breaktime in the a.m. and p.m., with breaks taken on the job unless weather is not tolerable.

#### 13. Wash-up Time

DPW employees shall receive Ten (10) minutes prior to the lunch period and at the end of the shift.

#### 14. Laundry

The City will furnish a set of fourteen (14) uniforms for each employee, and up to seven (7) uniform changes per week as needed based on number of days worked and extraordinary circumstances requiring a uniform change during a shift. However, any employee not wishing to wear the designated City uniform will be given the option of taking a clothing allowance in the amount of 50% of the documented uniform cost. The option of taking a clothing allowance will be permitted if the following conditions are met:

- A. Employees must wear presentable clothes acceptable to the Department's supervisor. If clothing worn is found to be unacceptable, the employee will be given up to two warnings. If a third warning is necessary within a one year period, the City will discontinue this option for the individual employee, and require that the employee return to the current uniform program. If a set-up charge is required by the uniform supplier, the employee forced to return to the uniform program will pay this cost.
- B. The clothing allowance (1/2 the uniform cost) will be paid to the employee on a monthly basis. This allowance will be adjusted to the same rate that uniform and laundry cost are adjusted for the City.
- C. If City Administration determines that all employees must return to a required uniform policy and a set-up charge is required by the uniform supplier, the City will pay the cost for the employees forced to return to the uniform program.

#### 15. Licenses, Certifications, and Physical Examinations

The Employer shall pay costs for licenses, certifications, and physical examinations required by the Employer. Such costs shall be approved in advance in writing by the Employer to be eligible for payment or reimbursement.

#### 16. Eyeglass Damage

DPW employees' eyeglasses will be replaced at no cost to the employee if damaged while working for the City.

#### 17. Tuition Reimbursement

The City shall pay for higher education and/or advanced training under the following conditions:

- A. Approved courses will be reimbursed one hundred percent (100%) including books, provided the employee's final grade is the equivalent of "C" or better.
- B. No reimbursement is authorized for below "C" grade level work.
- C. To be eligible for any payments, the employee must receive advance approval from the City Manager. Disapproval must be in letter form sent to the employee and

Chapter Chairperson. Training or college courses must be job-related for reimbursement.

- D. Advance payment may be authorized by the City Manager. However, if the employee fails to complete the course, fails to maintain a "C" grade or better, or terminates his/her employment, the City may deduct from the employee's pay or otherwise collect the reimbursable sum owed to the City.

#### 18. Gloves

The City will furnish suitable gloves for all types of jobs requiring them, with the procedure involving turning in an old pair to supervisor for replacement.

#### 19. Safety Boots, Winter Jacket and Pants

The City will continue the practice of providing safety boots for all DPW employees, and will furnish either waterproof boots or rubber galoshes for inclement working conditions.

The City will provide one (1) Carhartt-type jacket and pair of pants for each DPW employee, to be maintained by each employee and used for City work only. The City will replace winter work clothes when necessary, upon inspection and approval of the DPW Director.

#### 20. Jury Duty

Employees with seniority called for jury duty will receive their regular rate of pay for each day they are acting as jurors during their regular shift. The employee shall endorse his check from the court for such jury duty over to the City.

#### 21. Rest Periods During Unscheduled Overtime

During periods of unscheduled overtime, employees shall receive a fifteen (15) minute break after two (2) hours work, provided the work continues. Further, the employee shall receive a thirty (30) minute period for meals after four (4) hours of work, provided the work continues. An additional fifteen (15) minute break will be permitted after the sixth hour, provided work continues, and a thirty (30) minute period for a meal after eight (8) hours, provided work continues. The exact intervals of rest periods during overtime may be varied when required for logical staging or efficiency of the job.

#### 22. Cell Phone Replacement

If an employee elects to carry a cell phone while on duty, the City will replace a lost or damaged cell phone used by the employee at work. The City's replacement will be limited to one phone per calendar year per employee, up to \$50.00 for actual out-of-pocket costs. Reimbursement will be made after the employee turns in a receipt for the new cell phone (or insurance deductible on the cell phone) to the City.

**APPENDIX D**  
**DISABILITY INCOME INSURANCE DESCRIPTION**

The City of Northville was covered with short-term disability by Mutual Benefit Insurance Company. However, this policy was canceled in 1982. The City maintained the policy benefits by becoming self-insured.

The disability insurance is implemented in the following manner:

1. Benefits accrue from the eighth day following the onset of injury or illness. Sick leave accumulation may be used through the seventh day.
2. The insurance is used for sickness and/or accidents up to a maximum of 52 weeks.
3. The employee may use accumulated sick leave time, vacation, and/or compensatory time in lieu of the \$100 per week disability payment.
4. If the employee has used sick leave time, vacation, and/or compensatory time in lieu of the \$100 weekly payment, when the employee returns to work, sick time equal to \$100 a week will be reimbursed to the employee in an hourly amount equal to the value of \$100 per week. This is computed in the following manner:
  - (A) Total hours used minus 40 hours = total net hours eligible for reimbursement
  - (B) \$100 disability pay divided by employee's hourly pay = hours per week of sick time eligible for reimbursement
  - (C) Total net hours of sick leave, vacation and/or compensatory time used divided by 40 hours per week = number of weeks to be used in calculating reimbursement
  - (D) Number of weeks X number of hours calculated to be reimbursed per week = number of sick hours reimbursed to employee.

**EXAMPLE:**

160 hours used in sick leave, compensatory, vacation time  
 - 40 hours (5 days X 8 hours)  
 120 hours eligible for reimbursement

\$100 ÷ \$10.00 hourly rate of employee = 10 hours per week of sick time eligible for reimbursement

120 hours used in sick leave, comp, vacation used ÷ 40 hours per week = 3 weeks  
 3 weeks X 10 hours per week of sick time eligible for reimbursement = 30 sick leave hours reimbursed to employee

**APPENDIX E**

**APPENDIX F**



### Memorandum of Understanding

The City of Northville and American Federation of State, County, and Municipal Employees, Council 25, AFL-CIO, Local 2720 agree as follows:

It is understood that employees who work stand-by need to learn and remain proficient in a wide variety of public works tasks and responsibilities. Therefore, it shall be the policy of the Public Works Department to provide adequate training to these employees to the satisfaction of the supervisor before an employee can receive an on-call assignment. In addition, ongoing training shall be provided to said employees to satisfy the supervisor that the employee can safely carry out his/her on-call responsibilities.

FOR THE UNION:

FOR THE EMPLOYER:

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL 25, AFL-CIO LOCAL 2720

CITY OF NORTHVILLE

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Bargainer

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Representative Council 25

\_\_\_\_\_  
Finance Director